

U.S. Department of Justice

Washington, DC 20530

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Exhibit A to Registration Statement

**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Kivvit, LLC 222 W. Merchandise Mart Plaza, Suite 2400, Chicago, IL 60654		2. Registration No. 6839
3. Name of Foreign Principal Bermuda Business Development Agency	4. Principal Address of Foreign Principal 1 Church Street Maxwell Roberts Building, 6th Floor, Hamilton HM 11, Bermuda	
5. Indicate whether your foreign principal is one of the following:		
<input type="checkbox"/> Government of a foreign country <sup>1</sup> <input type="checkbox"/> Foreign political party <input checked="" type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership  <input type="checkbox"/> Corporation  <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee  <input type="checkbox"/> Voluntary group  <input checked="" type="checkbox"/> Other (<i>specify</i>) <u>public-private partnership.</u> </div> </div> <input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant		
b) Name and title of official with whom registrant deals		
7. If the foreign principal is a foreign political party, state:		
a) Principal address		
b) Name and title of official with whom registrant deals		
c) Principal aim		

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction is backed by the United States or has not been recognized by the United States.

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8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The BDA encourages direct investment and helps companies start up, re-locate or expand their operations in Bermuda. An independent, public-private partnership, it connects industry professionals, regulatory officials, and key contacts in the Bermuda government to assist domicile decisions. See <https://www.bda.bm/about-bda/>

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

The BDA is an independent, public-private partnership funded by both the Government and the private sector. The agency is led by a chief executive officer and governed by a Board of Directors, which is comprised of industry professionals representing Bermuda's financial services sector. See Bermuda Business Development Agency (BDA) Economic Impact Study.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
May 19, 2020		/s/ Eric Sedler

eSigned



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Washington, DC 20530

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Exhibit B to Registration Statement

**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Kivvit LLC	6839

## 3. Name of Foreign Principal

Bermuda Business Development Agency

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 3/2009
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attached contracts, covering the most recent four years. The registrant's records indicate that its work for the Bermuda Business Development Agency began in March 2009. The registrant has been unable to locate earlier contracts.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant provides comprehensive public relations and media relations support to the Bermuda Business Development Agency, including by arranging media interviews; advising on media and communications strategy; managing advertising campaigns; creating online and other content for the client; developing press releases, background materials, biographies, media pitches, press target lists, and other content; creating an online news compilation; conducting outreach to the U.S. business community; organizing events and conferences; and creating opportunities for Bermuda officials to interact with elected officials and others in the United States.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

See response to question 9.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?Yes ☒ No ☐

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

See attachment.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
See attachment.			

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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
See attachment.			

Total

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☒ No ☐

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
See attachment.			

<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to Registration Statement, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

7/30/2020

Eric Sedler

DocuSigned by:

Eric Sedler

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## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("AGREEMENT"), DATED AS OF MARCH 15, 2016 (THE "EFFECTIVE DATE"), IS BETWEEN BERMUDA BUSINESS DEVELOPMENT AGENCY ("BDA") AND ASGK PUBLIC STRATEGIES, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY D/B/A KIVVIT. ("KIVVIT") (EACH A "PARTY").

WHEREAS, BDA DESIRES TO RETAIN THE SERVICES OF KIVVIT PURSUANT TO THE STATEMENT(S) OF WORK AGREED TO BY THE PARTIES;

WHEREAS, KIVVIT HAS AGREED TO PROVIDE, AND BDA HAS AGREED TO PAY FOR, THE SCOPE OF SERVICES DESCRIBED BELOW UPON THE TERMS AND CONDITIONS SET FORTH HEREIN;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

### 1. SERVICES.

(a) KIVVIT agrees to perform certain identified consulting services for BDA, on a task-by-task basis (the "Services"), subject to the terms and conditions of this Agreement. During the term of this Agreement, BDA and KIVVIT will develop and agree upon statements of work defining the Services to be provided by KIVVIT, a description of any deliverables to be provided by KIVVIT ("Deliverables"), a work schedule (the "Schedule"), a payment schedule, additional terms and conditions, if any, applicable to a particular engagement and such other details as the parties deem appropriate (each a "Statement of Work") (see Exhibit A hereto for a Form of Statement of Work). The initial Statement of Work is attached hereto as Exhibit A, and any subsequent Statement of Work shall be numbered sequentially beginning with the number two (2). BDA and KIVVIT expressly acknowledge and agree that the Schedule contained in any Statement of Work shall not be considered to contain firm or fixed performance dates, unless specifically stated therein, but are to be regarded as containing only estimated beginning and completion dates for the tasks and activities indicated in that Schedule of Work and to be performed hereunder, which are expected to be revised by mutual agreement during the term of any such Statement of Work, as provided in Section 1(b) of this Agreement.

(b) Each Party may request changes to any Statement of Work, including a request by BDA to terminate the Statement of Work. If a Party requests any such change, either Party shall notify the other Party if it believes that an adjustment in the fees to be paid to KIVVIT with respect to the applicable Statement of Work, or an adjustment to the applicable Schedule, is required. The Parties shall then negotiate in good faith a reasonable and equitable modification of the Statement of Work. KIVVIT shall continue to perform pursuant to the existing Statement of Work, and neither Party shall be bound by any change requested by the other Party, until such change has been accepted in writing by the other Party.

(c) BDA agrees to cooperate with KIVVIT in the performance of the Services hereunder, including, without limitation, responding promptly to any request from KIVVIT to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for KIVVIT to perform the Services, providing KIVVIT with reasonable facilities and timely access to data and information that is complete and accurate in all material respects, and personnel of BDA. BDA acknowledges and agrees that KIVVIT's performance is dependent upon the timely and effective satisfaction of BDA's responsibilities hereunder and timely decisions and approvals of BDA in connection with the Services. BDA shall at all times retain the right to inspect and to approve KIVVIT's Services under this Agreement, but such approval shall not be unreasonably withheld or delayed. In the event of delays caused by BDA, milestone dates shall be accordingly adjusted and additional Services required thereby shall be billed at KIVVIT's standard rates. Any additional obligations of BDA in connection with a particular engagement shall be set forth in the applicable Statement of Work.

(d) Nothing in this Agreement or in any Statement of Work executed under this Agreement shall be construed to characterize any Services provided by KIVVIT, including the preparation and the publication, broadcast or dissemination of any advertising materials, as either direct or grass-roots lobbying with the purpose of influencing legislation within the meaning of Section 4911 of the Internal Revenue Code of 1986, as from time to time amended ("Lobbying"). Should BDA determine at any time that any such Service performed by KIVVIT constitutes Lobbying, KIVVIT shall immediately cease such Service upon the direction of BDA, notwithstanding any other provision in this Agreement with respect to the procedures for changing or modifying the terms of a Statement of Work.

## **2. KIVVIT'S COMPENSATION.**

(a) In consideration of the services to be provided hereunder, BDA shall pay KIVVIT fees as set forth in an applicable Statement of Work (Exhibit A). No fee shall be due for any month in which KIVVIT performs no services, as, for example, because there are no outstanding Statements of Work in effect during such month.

(b) In addition, BDA shall pay KIVVIT reasonable and necessary travel and other related business expenses (such as production costs (e.g. audio recording and transcripts), copying costs, telephone costs, and mailing costs) incurred in the performance of such Services, evidenced by a receipt. These expenses shall be due in full from BDA within 30 days after the date of an invoice in respect thereof. BDA must specifically pre-approve any out-of-state travel and any individual expenditures for such related business expenses in excess of \$250, unless such travel or expenses are specifically included and contemplated in the applicable Statement of Work.

(c) The fees set forth herein do not include any foreign, federal, state or local sales, use or other similar taxes, tariffs or duties, however designated, levied against the sale, licensing, delivery or use of the Deliverables provided under this Agreement. BDA shall pay, or reimburse KIVVIT for all such taxes; provided, however, that BDA shall not be liable for any taxes based on KIVVIT's net income.



**3. NON-EXCLUSIVE NATURE OF SERVICES**

(a) BDA acknowledges that KIVVIT provides consulting services to other clients and agrees that nothing in this Agreement shall be deemed or construed to prevent KIVVIT from carrying on such business even if other clients are in the same or a similar business or industry as BDA. BDA waives any potential conflict of interest or right to object to KIVVIT's services provided to other clients, and acknowledges KIVVIT's commitment to maintain confidentiality of BDA's proprietary information and strategies. KIVVIT will use commercially reasonable efforts to segregate its personnel working on matters for BDA from personnel providing services to competitors of BDA known to KIVVIT.

(b) BDA agrees that: (i) as part of KIVVIT's provision of the Services hereunder, KIVVIT may utilize proprietary works of authorship, pre-existing or otherwise, that have not been created specifically for BDA, as well as copyrights, trademarks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof, which have been originated, developed or purchased by KIVVIT or its affiliate, (all of the foregoing, collectively, "KIVVIT's Intellectual Property"); (ii) any and all of KIVVIT's Intellectual Property and KIVVIT's communications, records, files and working papers relating to the Services shall remain the sole and exclusive property of KIVVIT; and (iii) KIVVIT's Intellectual Property shall include any improvements thereto or new KIVVIT's Intellectual Property created during the provision of Services hereunder.

(c) To the extent that KIVVIT incorporates any of KIVVIT's Intellectual Property into the Deliverables, and effective upon full and final payment by BDA for the Deliverables required by a Statement of Work, KIVVIT hereby grants to BDA, subject to the terms and conditions of this Agreement (including any applicable Statement of Work), a royalty-free, non-exclusive, non-transferable, internal use, license to use such KIVVIT's Intellectual Property solely in connection with BDA's use of the Deliverables.

**4. Limited Warranties And Warranty Disclaimer.**

(a) Each Party represents and warrants to the other that (i) it has the right and power to enter into and fully perform the obligations it has undertaken in this Agreement; (ii) it is not under any obligations, contractual or otherwise, to any other entity that might conflict, interfere, or be inconsistent with any of the provisions of this Agreement; and (iii) it shall comply in all material respects with all applicable laws, rules and regulations necessary for it to perform its obligations under this Agreement.

(b) BDA represents and warrants that any materials, information or other input provided by BDA under this Agreement do not, to BDA's knowledge, infringe the intellectual property rights of any third party.

(c) KIVVIT represents and warrants that the Services, KIVVIT's Intellectual Property and KIVVIT's contributions to the Deliverables do not infringe the intellectual property rights of any third party.

(d) KIVVIT agrees that the Services will be provided in a professional manner and the Deliverables provided by KIVVIT will comply with the requirements and objectives set forth in the Statement of Work.

(e) SECTIONS 4(A), 4(C) AND 4(D) OF THIS AGREEMENT SET FORTH KIVVIT'S ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE SERVICES, DELIVERABLES OR ANY RELATED INFORMATION. KIVVIT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO BDA OR ANY OTHER PERSON OR ENTITY AS TO THE ACCURACY, RESULTS, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SERVICES, DELIVERABLES OR ANY INFORMATION PROVIDED IN CONNECTION THEREWITH.

(f) SECTIONS 4(A) AND 4(B) OF THIS AGREEMENT SET FORTH BDA'S ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. BDA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO KIVVIT OR ANY OTHER PERSON OR ENTITY AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY INFORMATION PROVIDED UNDER THIS AGREEMENT.

#### **5. TERM AND TERMINATION.**

(a) The term of this Agreement shall commence upon execution of the Agreement by both parties and continue until the Services are completed, unless earlier terminated in accordance with this Section 5 ("Term"). Any extension of the Term will be subject to mutual written agreement between the Parties.

(b) This Agreement or any Statement of Work hereunder shall be subject to termination by either Party without cause upon giving of thirty (30) days' prior written notice to the other Party. If the Agreement is terminated, BDA shall pay KIVVIT for work completed through the effective date of termination, on a daily prorated basis, plus out of pocket expenses and costs incurred on or before the date on which KIVVIT has received the notice of termination.

(c) At any time that there is no uncompleted Statement of Work outstanding, either Party may terminate this Agreement for any or no reason upon fifteen (15) days advance written notice to the other Party. At any time that there has been no outstanding Statement of Work for a continuous period of three months, this Agreement shall terminate unless the Parties, in writing, agree to extend the term of this Agreement.

(d) In addition, this Agreement or any Statement of Work hereunder may be terminated by either Party (i) effective immediately upon written notice in the event the other Party breaches any material term or condition of this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the other Party does not cure such breach to the reasonable satisfaction of the non-breaching Party within ten (10) days after receipt of written notice of such breach, (ii) effective immediately upon written notice thereof if the other Party ceases to function as a going concern or to conduct operations in



the normal course of business, or (iii) immediately and without need for written notice or other action if the other Party has a petition filed by or against it under any state or federal bankruptcy or insolvency laws (or their foreign equivalents).

(e) Upon termination of this Agreement, the Parties shall return or, at the request of Disclosing Party (as defined below), destroy and permanently erase from its computer systems, the Confidential Information (as defined below), including any copies thereof. Upon the Disclosing Party's request, the Receiving Party (as defined below) will certify in writing that it has complied with this obligation. Termination of this Agreement shall be without prejudice to obligations of the Parties existing at the time of termination, including but not limited to payment in full of fees and other monies then due, nor shall it prejudice those obligations and limitations which by their nature and meaning survive termination. Termination of this Agreement shall terminate all Statements of Work under this Agreement. Upon termination of this Agreement or of any Statement of Work, BDA shall promptly pay KIVVIT for all services performed, all Deliverables, and all expenses incurred up to the termination date of this Agreement or of such Statement of Work.

#### **6. INDEMNIFICATION.**

(a) BDA shall indemnify and hold harmless KIVVIT, its affiliates and all their officers, directors, employees, members, managers, legal representatives, agents, successors and assigns ("KIVVIT Indemnified Parties"), from and against any damages, liabilities, costs and expenses (including reasonable attorneys' and professionals' fees and court costs) to the extent they arise out of any third party claims against any of the KIVVIT Indemnified Parties which relate to BDA's breach of this Agreement, KIVVIT's dissemination or use of BDA's information or materials, or BDA's use of the Deliverables as approved by BDA; provided however, in all cases (x) KIVVIT shall have promptly provided BDA with written notice thereof and reasonable cooperation, information, and assistance in connection therewith; and (y) BDA shall have sole control and authority with respect to the defense, settlement, or compromise thereof, provided that KIVVIT Indemnified Parties receive a complete release.

(b) KIVVIT shall indemnify and hold harmless BDA, its officers, directors, employees, shareholders, legal representatives, agents, successors and assigns ("BDA Indemnified Parties"), from and against any damages, liabilities, costs and expenses (including reasonable attorneys' and professionals' fees and court costs) to the extent they arise out of any third party claim against any of the BDA Indemnified Parties which relate to a breach by KIVVIT of this Agreement or actions taken without BDA's approval or consent (unless attributed or imputed to KIVVIT by reason of any act or omission of BDA); provided however, in all cases (x) BDA shall have promptly provided KIVVIT with written notice thereof and reasonable cooperation, information, and assistance in connection therewith; and (y) KIVVIT shall have sole control and authority with respect to the defense, settlement, or compromise thereof, provided that BDA Indemnified Parties receive a complete release.

(c) **LIMITATIONS OF LIABILITY.** WITH THE EXCEPTION OF THE INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, THE LIABILITY OF KIVVIT, IF ANY, AND BDA'S SOLE

AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER WITH RESPECT TO THE SERVICES, DELIVERABLES AND INFORMATION PROVIDED PURSUANT TO THIS AGREEMENT, AND REGARDLESS OF THE LEGAL THEORY OR THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES OR DELIVERY OR NON-DELIVERY OF THE DELIVERABLES, SHALL NOT BE GREATER THAN THE FEES ACTUALLY PAID BY BDA TO KIVVIT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH SUCH CLAIM ACCRUED. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY, EXEMPLARY, SPECIAL, PUNITIVE INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT, OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. **CONFIDENTIAL INFORMATION.** Each Party agrees (i) not to use or disclose to any third party the Confidential Information disclosed to it by the other Party ("Disclosing Party") for any purpose other than as contemplated by this Agreement, and (ii) to protect the Disclosing Party's Confidential Information with at least the same degree of care it uses to protect its own Confidential Information, but at a minimum to use commercially reasonable efforts. The confidentiality obligations of this Agreement shall not apply to Confidential Information to the extent that the Party receiving such Confidential Information ("Receiving Party") can prove (i) was lawfully received by the Receiving Party from a third party free of any obligation to keep it confidential; (ii) is or becomes publicly available, by other than unauthorized disclosure; (iii) is independently developed without any reference to the Confidential Information, as evidenced by contemporaneous written records of Receiving Party; or (iv) is required to be disclosed by law, regulation or court order; provided that, with respect to any of the foregoing exceptions, the Receiving Party will give the Disclosing Party prompt notice prior to such disclosure. The parties expressly agree that the parties shall not provide to one another hereunder any personally identifying information of individuals or consumers.

For purposes of this Agreement, "Confidential Information" means financial data, product descriptions, potential product development ideas, customer information, business workflow, and business information, which are confidential, nonpublic, competitively sensitive, private, and/or proprietary.

Nothing in this Agreement shall prevent either Party from using any general methodologies or know-how contained in the unaided memory of such Party's personnel developed or disclosed under this Agreement, provided that in doing so it is not a breach of its obligations of confidentiality under this Section or using any intellectual property of the other Party.

8. **NOTICES.** All notices required or permitted under this Agreement will be in writing and will be deemed given when delivered personally, transmitted by facsimile and mailed not later than the following day by U.S. First Class Mail, or three (3) days after deposit with a recognized commercial carrier specifying priority overnight delivery with written verification of receipt. All communications will be sent to the respective addresses set forth above or to such



other address as may be designated by a Party by giving written notice to the other Party to the address below:

IF TO BDA :

Bermuda Business Development Agency  
Attn: \_\_\_\_\_  
A. Maxwell Roberts Building, 6th Floor  
1 Church Street  
Hamilton HM 11, Bermuda

IF TO KIVVIT:

ASGK Public Strategies, LLC d/b/a KIVVIT  
ATTN: ERIC SEDLER  
730 NORTH FRANKLIN STREET, SUITE 450  
CHICAGO, IL 60654

**9. NON-SOLICITATION OF EMPLOYEES.** Neither Party shall, during the term of this Agreement and for one (1) year after its termination, solicit for hire as an employee, consultant or otherwise any of the other Party's personnel who have had direct involvement with the Services, without such other Party's express written consent. Responses to general solicitations, such as a newspaper ad, or public website, are excepted from this prohibition.

**10. PRESS RELEASES AND CLIENT LIST REFERENCE.** Neither Party shall issue any press release concerning this Agreement without the other's consent. KIVVIT may identify BDA as a client of KIVVIT (using BDA's name and logo) and generally describe the nature of the Services in KIVVIT's promotional materials, presentations, and proposals to current and prospective clients.

**11. INDEPENDENT CONTRACTORS.** BDA and KIVVIT are independent contractors, and nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties. Neither Party is an agent or representative of the other nor is either Party authorized to make any warranties or representations or assume or create any other obligations on behalf of the other.

**12. AMENDMENTS/SEVERABILITY.** No amendment or modification of this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the Party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. Any variance from any provision of this Agreement contained within any Statement of Work solely for purposes of that Statement of Work shall be considered, to that extent, to be an effective amendment or modification of this Agreement, provided that such Statement of Work has been duly signed by both Parties. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that

provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

**13. FORCE MAJEURE.** The Parties recognize that performance under this Agreement may be postponed or extended automatically to the extent that either party is prevented from performing its obligations under this Agreement as a result of a cause beyond its reasonable control and without its fault or negligence, such as an accident, act of a civil or military authority, act of God, embargo, fire, flood, intervening change in law or governmental regulation, riot, strike, shortage of transportation or communication facilities, pandemic disruption of telecommunication networks, terrorism or war (a "Force Majeure"). If either Party is prevented, wholly or in part, by Force Majeure from carrying out its obligations under this Agreement, and upon such Party's giving written notice and full particulars of such Force Majeure to the other Party, as soon as practicable after the occurrence of the cause, the obligations of the Party giving notice, so far as its obligations are affected by the Force Majeure, will be suspended during the continuance of the Force Majeure. Each Party shall seek to remedy the Force Majeure with all reasonable dispatch. If a Force Majeure lasts for fifteen (15) continuous days, the Party not subject to the Force Majeure has the option of terminating this Agreement at any time. In the event of termination as a result of a continuous Force Majeure, the Party electing to terminate shall be deemed to be the non-defaulting party hereunder and shall calculate a settlement amount consistent with the provisions of Section 5 of this Agreement.

**14. ASSIGNMENT.** Neither party shall assign this Agreement or any of its rights or duties under this Agreement without the prior written consent of the other party; provided however, that either party may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to the Agreement, whether by merger, reorganization, operation of law, or otherwise. The foregoing shall not prevent KIVVIT from delegating its obligations hereunder to independent contractors provided KIVVIT remains responsible to BDA for all work to be performed pursuant to this Agreement. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of both parties, their successors, administrators, heirs, and assigns.

**15. GOVERNING LAW.** This Agreement shall be governed by the laws of Bermuda without reference to its conflict of law principles. The Parties hereby consent to the jurisdiction of the courts located in Bermuda, in any action arising out of or relating to this Agreement, and agree that any action arising out of or relating to this Agreement shall be maintained in the same jurisdiction. In the event of a dispute arising out of or in connection with this Agreement, the Party prevailing in such dispute shall be entitled to recover its reasonable expenses, costs and attorneys' fees, in addition to all other appropriate relief.


**16. COMPLETE AGREEMENT.** This Agreement and any Statement of Work (SOW) completed by the parties and attached to this Agreement constitutes the complete and exclusive understanding and agreement of BDA and KIVVIT relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements and communications with respect to the subject matter hereof.

17. **FURTHER ASSURANCES.** Whenever reasonably requested to do so by a Party to this Agreement, the other party shall do, execute and acknowledge and deliver all such acts, assignments, confirmations, consents and any and all such further instruments and documents, in form reasonably satisfactory to the requesting Party, as shall be reasonably necessary or advisable to carry out the intent of this Agreement.

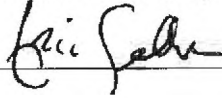
18. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including a facsimile, and all of which together shall be considered one and the same Agreement. This Agreement is not intended to be executed by electronic signature.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**BERMUDA BUSINESS DEVELOPMENT AGENCY**

By:   
Name: Ross Wether  
Title: CEO  
Date: April 4, 2016

**ASGK PUBLIC STRATEGIES, LLC D/B/A KIVVIT**

By:   
Name: Eric Sedler  
Title: Managing Partner  
Date: 03/30/2016



**Exhibit A**

**STATEMENT OF WORK #1**

This Document is a Statement of Work ("SOW") as defined in the Consulting Agreement ("Agreement"), dated as of March 15, 2016 (the "SOW Effective Date"), between Bermuda Business Development Agency ("BDA") and ASGK Public Strategies, LLC d/b/a Kivvit. ("KIVVIT") and is subject to and incorporates by reference the provisions of the Agreement.

1. Deliverables:

a. In-depth interviews (IDIs)

- i. 20 IDIs will be conducted with high-level Fortune 500 business executives (CEOs, CFOs, general counsels, etc.) and asset managers who are responsible for key decisions on where to domicile or move employees and/or financial resources.

b. Summary report: Upon completion of the IDIs, a summary report will be provided and include the following:

- i. A detailed diagnosis of the reputational challenges facing Bermuda today
- ii. An analysis of the images and values that may discourage investors from considering Bermuda as a serious place of investment
- iii. A summary of proof points that best encourage investment
- iv. A strategic framework for a campaign to redefine Bermuda's reputation as an elite financial jurisdiction for investment

c. Strategic communications content: Following the delivery of the summary report, Kivvit will begin development of strategic communications content and tools that reflect the findings from the IDIs

- i. Key messages, talking points and tough Q&A
- ii. Short and long-form speeches and PowerPoint presentations
- iii. Social media playbook, social media content and infographics
- iv. Leave-behinds, glossy informational booklet and digital advertising

d. Marketing Plan: Kivvit will develop and deliver a comprehensive marketing plan that is reflective of the research phase and subsequent message development. The plan will lay out strategies for BDA to maximize opportunities to promote the benefits of developing a business relationship with Bermuda to a U.S. corporate audience

2. Work Schedule:

- a. In-depth interviews: March 14-April 18
- b. Delivery of summary report: Week of April 25
- c. Strategic communications content development: May 2-June 27
- d. Delivery of marketing strategy: End May

3. Payment Schedule:

- a. Payment for the work detailed above is to be made in two installments. The first installment of \$77,500 USD should be made at the time of the execution of this contract. The second installment of \$77,500 USD should be made at the time the final deliverables are presented to BDA by Kivvit (end of June 2016). Cost for audio recordings, transcripts, printing and travel will be billed at cost.

## **CONSULTING AGREEMENT**

**THIS CONSULTING AGREEMENT** ("Agreement"), dated as of January 3, 2017 (the "Effective Date"), is between Bermuda Business Development Agency ("Client") and Kivvit ("Kivvit") (each a "Party" or "Parties").

**WHEREAS**, Client desires to retain the services of Kivvit in connection with certain public affairs and communications matters as described in an applicable Statement of Work; and,

**WHEREAS**, Kivvit has agreed to provide, and Client has agreed to pay for, the scope of services described below upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **SERVICES.**

- (a) Kivvit agrees to perform certain identified consulting services for Client, on a task-by-task basis (the "Services"), subject to the terms and conditions of this Agreement. During the term of this Agreement, Client and Kivvit will develop mutually agreed-upon Statements of Work defining the Services to be provided by Kivvit, a description of any deliverables to be provided by Kivvit ("Deliverables"), a work schedule (the "Schedule"), a payment schedule, additional terms and conditions, if any, applicable to a particular engagement and such other details as the Parties deem appropriate (each a "Statement of Work" or a "SOW") (see Exhibit A hereto for a Form of Statement of Work). Each SOW shall be in writing and shall be effective only if and when it has been accepted and executed by both Parties and it is attached to this Agreement. Client and Kivvit expressly acknowledge and agree that the Schedule contained in any SOW shall not be considered to contain firm or fixed performance dates, unless specifically stated therein, but are to be regarded as containing only estimated beginning and completion dates for the tasks and activities indicated in that SOW and to be performed hereunder, which are expected to be revised by mutual agreement during the term of any such SOW, as provided in Section 1(b) of this Agreement.
- (b) Each Party may request changes to any SOW. If a Party requests any such change, either Party shall notify the other Party if it believes that an adjustment in the fees to be paid to Kivvit with respect to the applicable SOW, or an adjustment to the applicable Schedule, is required. The Parties shall then negotiate in good faith a reasonable and equitable modification of the SOW. Kivvit shall continue to perform pursuant to the existing SOW,



and neither Party shall be bound by any change requested by the other Party, until such change has been accepted in writing by the other Party.

- (c) Client agrees to cooperate with Kivvit in the performance of the Services hereunder, including, without limitation, responding promptly to any request from Kivvit to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Kivvit to perform the Services or providing Kivvit with reasonable facilities and timely access to data, information and personnel of Client, and Client acknowledges and agrees that Kivvit's performance is dependent upon the timely and effective satisfaction of Kivvit's responsibilities hereunder and timely decisions and approvals of Client in connection with the Services. Client shall at all times retain the right to inspect and to approve Kivvit's Services under this Agreement, but such approval shall not be unreasonably withheld or delayed. In the event of delays caused by Client, milestone dates shall be accordingly adjusted and additional Services required thereby shall be billed at Kivvit's standard rates. Any additional obligations of Kivvit in connection with a particular engagement shall be set forth in the applicable SOW.
2. **LOBBYING.** Nothing in this Agreement or any Statement of Work shall be construed to characterize any Services provided by Kivvit, including the preparation and the publication, broadcast or dissemination of any advertising materials, as either direct or grass-roots lobbying (i.e. "communications with the general public") with the purpose of influencing legislation within the meaning of Section 4911 of the Internal Revenue Code of 1986, as from time to time amended or with the purpose of influencing legislation or regulation within the meaning of any state or local law or regulation applicable in the jurisdiction in which such Services are performed ("Lobbying"). Should Client or Kivvit determine at any time that any such Service performed by Kivvit constitutes Lobbying, Kivvit shall immediately cease such Service, notwithstanding any other provision in this Agreement with respect to the procedures for changing or modifying the terms of the Agreement or the Services. In such case, Client may also immediately terminate this Agreement without notice. In the event that any such Service is ceased pursuant to this paragraph, to the extent permitted by law, Client shall pay Kivvit for work completed through the effective date of the termination of such Service(s) or this Agreement, as applicable, on a daily prorated basis, plus out of pocket expenses and costs incurred on or before the date on which Kivvit has received the notice of termination from Client.
3. **KIVVIT'S COMPENSATION.**
- (a) In consideration of the Services to be provided hereunder, Client shall pay Kivvit fees as set forth in an applicable SOW (Exhibit A).
- (b) In addition, Client shall pay Kivvit reasonable and necessary travel and other related business expenses (such as production costs, copying costs, telephone costs, and mailing costs) incurred in the performance of such Services, evidenced by a receipt. These expenses shall be due in full from Client within thirty (30) days after the date of an invoice in respect thereof. Client must specifically pre-approve any out-of-state travel and any individual expenditures for such related business expenses in excess of \$250.00,

unless such travel or expenses are specifically included and contemplated in the applicable SOW.

- (c) Under this agreement, Kivvit has agreed to waive the fifteen (15%) percent agency commission (the "Agency Commission") from digital media, as outlined in section (1)(e)(ii) of the Scope of Work, purchased by Kivvit for Client.
- (d) The fees set forth herein do not include any foreign, federal, state or local sales, use or other similar taxes, tariffs or duties, however designated, levied against the sale, licensing, delivery or use of the Deliverables provided under this Agreement. Client shall pay, or reimburse Kivvit for all such taxes; provided, however, that Client shall not be liable for any taxes based on Kivvit's net income.

**4. NON-EXCLUSIVE NATURE OF SERVICES.**

- (a) Client acknowledges that Kivvit provides consulting services to other clients and agrees that nothing in this Agreement shall be deemed or construed to prevent Kivvit from carrying on such business. In particular, Client agrees that: (i) as part of Kivvit's provision of the Services hereunder, Kivvit may utilize proprietary works of authorship, pre-existing or otherwise, that have not been created specifically for Client, as well as copyrights, trademarks, ideas, concepts, know-how, techniques, knowledge or data, and any derivatives thereof, which have been originated, developed or purchased by Kivvit or its affiliate, (all of the foregoing, collectively, "Kivvit's Intellectual Property"); (ii) any and all of Kivvit's Intellectual Property and Kivvit's communications, records, files and working papers and all of Kivvit's work and work product arising out of or relating to the Services and/or Kivvit's performance hereunder shall remain the sole and exclusive property of Kivvit, it being expressly understood and agreed that Kivvit's work, work product and anything created, conceived or produced by Kivvit, in any and all forms and formats, in connection with the Services and/or Kivvit's performance hereunder ARE NOT and SHALL NOT be deemed to be or considered "works for hire"; and (iii) Kivvit's Intellectual Property shall include any improvements thereto or new Kivvit's Intellectual Property created during the provision of Services hereunder.
- (b) To the extent that Kivvit incorporates any of Kivvit's Intellectual Property into the Deliverables, and effective upon full and final payment by Client for the Deliverables required by a SOW, Kivvit hereby grants to Client, subject to the terms and conditions of this Agreement (including any applicable SOW), a royalty-free, non-exclusive, non-transferable, internal use, license to use such Kivvit's Intellectual Property solely in connection with Client's use of the Deliverables.

**5. LIMITED WARRANTIES; WARRANTY DISCLAIMER.**

- (a) Powers and Obligations. Each Party represents and warrants to the other that (i) it has the right and power to enter into and fully perform the obligations it has undertaken in this Agreement; (ii) it is not under any obligations, contractual or otherwise, to any other entity that might conflict, interfere, or be inconsistent with any of the provisions of this

Agreement; and (iii) it shall comply in all material respects with all applicable laws, rules and regulations necessary for it to perform its obligations under this Agreement.

- (b) Client represents and warrants that any materials, information or other input provided by Client under this Agreement do not, to Client's knowledge, infringe the intellectual property or other rights of any third party.
- (c) Client represents and warrants that any data and/or Voter File Data provided by Kivvit to Client under this Agreement shall be used in compliance with all applicable local, state and federal laws and regulations.
- (d) Kivvit represents and warrants that the Services, Kivvit's Intellectual Property and Kivvit's contributions to the Deliverables do not infringe the intellectual property rights of any third party.
- (e) Performance. Kivvit agrees that the Services will be provided in a professional manner and the Deliverables provided by Kivvit will comply with the requirements and objectives set forth in the SOW.
- (f) KIVVIT'S SOLE WARRANTIES. SECTIONS 5(A), 5(D) AND 5(E) OF THIS AGREEMENT SET FORTH KIVVIT'S ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE SERVICES, DELIVERABLES OR ANY RELATED INFORMATION. KIVVIT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO CLIENT OR ANY OTHER PERSON OR ENTITY AS TO THE ACCURACY, RESULTS, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SERVICES, DELIVERABLES OR ANY INFORMATION PROVIDED IN CONNECTION THEREWITH.
- (g) CLIENT'S SOLE WARRANTIES. SECTIONS 5(A), 5(B) and 5(C) OF THIS AGREEMENT SET FORTH CLIENT'S ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. CLIENT MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO KIVVIT OR ANY OTHER PERSON OR ENTITY AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY INFORMATION PROVIDED UNDER THIS AGREEMENT.

## 6. TERMINATION.

- (a) With Work Outstanding. During such periods during which there is an uncompleted SOW outstanding, this Agreement shall be subject to termination by either Party upon giving of thirty (30) days' written notice to the other Party. If the Agreement is terminated, Client shall pay Kivvit for work completed through the effective date of termination, on a daily prorated basis, plus out of pocket expenses and costs incurred on or before the date on which Kivvit has received the notice of termination.



- (b) At any time that there is no uncompleted SOW outstanding, either Party may terminate this Agreement for any or no reason upon fifteen (15) days advance written notice to the other Party. At any time that there has been no outstanding SOW for a continuous period of three months, this Agreement shall automatically terminate unless the Parties, in writing, mutually agree to extend the term of this Agreement.
- (c) Termination for Change in Operations or Bankruptcy. In addition, this Agreement or any SOW hereunder may be terminated by either Party (i) immediately upon written notice thereof if the other Party ceases to function as a going concern or to conduct operations in the normal course of business, or (ii) immediately and without need for written notice or other action if the other Party has a petition filed by or against it under any state or federal bankruptcy or insolvency laws (or their foreign equivalents) which petition has not been dismissed or set aside within sixty (60) days of filing.
- (d) Upon termination of this Agreement, the Parties shall return or, at the request of Disclosing Party (as defined below), destroy, the Confidential Information (as defined below), including any copies thereof. Upon the Disclosing Party's request, the Receiving Party (as defined below) will certify in writing that it has complied with this obligation. Termination of this Agreement shall be without prejudice to obligations of the Parties existing at the time of termination, including but not limited to payment in full of fees and other monies then due, nor shall it prejudice those obligations and limitations which by their nature and meaning survive termination. Termination of this Agreement shall terminate all SOW under this Agreement. Upon termination of this Agreement or of any SOW, Client shall promptly pay Kivvit for all services performed, all Deliverables, and all expenses incurred up to the termination date of this Agreement or of such SOW.

## **7. INDEMNIFICATION.**

- (a) Client's Indemnification of Kivvit. Client shall indemnify and hold harmless Kivvit, its affiliates, and all their officers, directors, employees, members, managers, legal representatives, agents, successors and assigns ("Kivvit Indemnified Parties"), from and against any damages, liabilities, losses, judgments, costs and expenses (including reasonable attorneys' and professionals' fees and court costs) which arise out of or relate to (i) Client's breach of or inaccuracy in any covenant, representation or warranty binding upon or applicable to the Client under this Agreement, (ii) Kivvit's dissemination or use of Client's information or materials, (iii) Client's use of the Deliverables as approved by Client, and/or (iv) any act or omission of Client, its directors, officers, employees and/or agents. With respect to any such claim as to which Kivvit is entitled to indemnification, Kivvit shall use commercially reasonable efforts to promptly provide Client with written notice thereof and reasonable cooperation, information, and assistance in connection therewith. Client shall have sole control and authority with respect to the defense, settlement, or compromise thereof, provided that Kivvit Indemnified Parties receive a complete release and no injunctive, extraordinary, equitable or other relief of any kind is imposed on any Kivvit Indemnified Parties.

- (b) Kivvit's Indemnification of Client. Kivvit shall indemnify and hold harmless Client, its officers, directors, employees, shareholders, legal representatives, agents, successors and assigns ("Client Indemnified Parties"), from and against any damages, liabilities, costs and expenses (including reasonable attorneys' and professionals' fees and court costs) to the extent they arise out of any third party claim against any of the Client Indemnified Parties which relate to a breach by Kivvit of this Agreement or actions taken by Kivvit without Client's approval or consent; provided however, in all cases (i) Client shall have promptly provided Kivvit with written notice thereof and reasonable cooperation, information, and assistance in connection therewith; and (ii) Kivvit shall have sole control and authority with respect to the defense, settlement, or compromise thereof, provided that Client Indemnified Parties receive a complete release and no injunctive, extraordinary, equitable or other relief of any kind is imposed on any Client Indemnified Parties.
- (c) LIMITATIONS OF LIABILITY. WITH THE EXCEPTION OF THE INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, THE LIABILITY OF KIVVIT UNDER THIS AGREEMENT, IF ANY, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER WITH RESPECT TO THE SERVICES, DELIVERABLES AND INFORMATION PROVIDED PURSUANT TO THIS AGREEMENT, AND REGARDLESS OF THE LEGAL THEORY OR THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES OR DELIVERY OR NON-DELIVERY OF THE DELIVERABLES, SHALL NOT BE GREATER THAN THE FEES ACTUALLY PAID BY CLIENT TO KIVVIT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH SUCH CLAIM ACCRUED. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND.

8. **CONFIDENTIAL INFORMATION.**

- (a) Each Party agrees (i) not to use or disclose to any third party the Confidential Information disclosed to it by the other Party ("Disclosing Party") for any purpose other than as contemplated by this Agreement, and (ii) to protect the Disclosing Party's Confidential Information with at least the same degree of care it uses to protect its own Confidential Information, but at a minimum to use commercially reasonable efforts.
- (b) The confidentiality obligations of this Agreement shall not apply to Confidential Information to the extent that the Party receiving such Confidential Information ("Receiving Party") can prove such confidential information (i) was lawfully received by the Receiving Party from a third party free of any obligation to keep it confidential; (ii) is or becomes publicly available, by other than unauthorized disclosure; (iii) is independently developed without any reference to the Confidential Information, as evidenced by contemporaneous written records of Receiving Party; or (iv) is required to be disclosed by law, regulation or court order; provided that, with respect to any of the

foregoing exceptions, the Receiving Party will give the Disclosing Party prompt notice prior to such disclosure.

- (c) The Parties expressly agree that the Parties shall not provide to one another hereunder any personally identifying information of individuals or consumers. For purposes of this Agreement, "Confidential Information" means financial data, product descriptions, potential product development ideas, customer information, business workflow, and other business information, which are confidential, nonpublic, competitively sensitive, private, and/or proprietary.
9. **NOTICES.** All notices required or permitted under this Agreement will be in writing and will be deemed given when delivered personally, transmitted by facsimile and mailed not later than the following day by U.S. First Class Mail, or three (3) days after deposit with a recognized commercial carrier specifying priority overnight delivery with written verification of receipt. All communications will be sent to the respective addresses set forth above or to such other address as may be designated by a Party by giving written notice to the other Party to the address below:

If to Client:

BERMUDA BUSINESS DEVELOPMENT AGENCY  
**Attn: Ross Webber**  
A. Maxwell Roberts Building, 6<sup>th</sup> Floor  
1 Church Street  
Hamilton HM 11, Bermuda

If to Kivvit:

KIVVIT  
**Attn: Eric Sedler, Managing Partner**  
222 W. Merchandise Mart Plaza, Suite 2400  
Chicago, IL 60654  
Email: esedler@kivvit.com

10. **NON-SOLICITATION OF EMPLOYEES.** Neither Party shall, during the term of this Agreement and for one (1) year after its termination, hire or solicit for hire as an employee, consultant or otherwise any of the other Party's personnel who have had direct involvement with the Services, nor otherwise cause any such personnel to terminate his/her relationship with such other Party, without such other Party's express written consent. Responses to general solicitations, such as a newspaper ad, or public website, are excepted from this prohibition.
11. **PRESS RELEASES AND CLIENT LIST REFERENCE.** Neither Party shall issue any press release concerning this Agreement without the other's consent. Kivvit may identify Client as a client of Kivvit (using Client's name and logo) and generally describe the nature

of the Services in Kivvit's promotional materials, presentations, and proposals to current and prospective clients.

12. **INDEPENDENT CONTRACTORS.** Client and Kivvit are independent contractors, and nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the Parties. Neither Party is an agent or representative of the other nor is either Party authorized to make any warranties or representations or assume or create any other obligations on behalf of the other.
13. **AMENDMENTS/SEVERABILITY.** This Agreement and any applicable SOW represent the entire agreement of the Parties and supersede(s) all communications, negotiations, arrangements, representations, promises and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement. No amendment or modification of this Agreement, nor any waiver of any rights, will be effective unless assented to in writing by the Party to be charged, and the waiver of any breach or default will not constitute a waiver of any other right hereunder or any subsequent breach or default. Any variance from any provision of this Agreement contained within any SOW solely for purposes of that SOW shall be considered, to that extent, to be an effective amendment or modification of this Agreement, provided that such SOW has been duly signed by both Parties. If any term, condition, provision or requirement set forth in this Agreement conflicts or is inconsistent with any term, condition, provision or requirement set forth in a SOW, the SOW shall govern and control. If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.
14. **FORCE MAJEURE.** The Parties recognize that performance under this Agreement (other than payment of any fees or other monies due) may be postponed or extended automatically to the extent that either Party is prevented from performing its obligations under this Agreement as a result of a cause beyond its reasonable control and without its fault or negligence, such as an accident, act of a civil or military authority, act of God, embargo, fire, flood, intervening change in law or governmental regulation, riot, strike, shortage of transportation or communication facilities, pandemic disruption of telecommunication networks, terrorism or war (a "Force Majeure Event"). If either Party is prevented, wholly or in part, by Force Majeure Event from carrying out its obligations under this Agreement, and upon such Party's giving written notice and full particulars of such Force Majeure Event to the other Party, as soon as practicable after the occurrence of the cause, the obligations of the Party giving notice, so far as its obligations are affected by the Force Majeure, will be suspended during the continuance of the Force Majeure Event. Each Party shall seek to remedy the Force Majeure with all reasonable dispatch. If a Force Majeure Event lasts for fifteen (15) continuous days, the Party not subject to the Force Majeure Event has the option of terminating this Agreement at any time. In the event of termination as a result of a continuous Force Majeure Event, the Party electing to terminate shall be deemed to be the non-defaulting Party hereunder and shall calculate a settlement amount consistent with the provisions of Section 5 of this Agreement.



15. **ASSIGNMENT.** Neither Party shall assign this Agreement or any of its rights or duties under this Agreement without the prior written consent of the other Party; provided however, that either Party may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets, whether by merger, reorganization, operation of law, or otherwise. The foregoing shall not prevent Kivvit from delegating its obligations hereunder to independent contractors provided Kivvit remains responsible to Client for all work to be performed pursuant to this Agreement. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of both Parties, their successors, administrators, heirs, and assigns.
16. **GOVERNING LAW.** This Agreement shall be governed by the laws of Bermuda without reference to its conflict of law principles. The Parties hereby consent to the jurisdiction of the courts located in Bermuda, in any action arising out of or relating to this Agreement, and agree that any action arising out of or relating to this Agreement shall be maintained exclusively in such jurisdiction. In the event of a dispute arising out of or in connection with this Agreement, the Party prevailing in such dispute shall be entitled to recover its reasonable expenses, costs and attorneys' fees, in addition to all other appropriate relief.
17. **COMPLETE AGREEMENT.** This Agreement and any SOW completed by the Parties and attached to this Agreement constitutes the complete and exclusive understanding and agreement of Client and Kivvit relating to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements and communications with respect to the subject matter hereof.
18. **FURTHER ASSURANCES.** Whenever reasonably requested to do so by a Party to this Agreement, the other Party shall do, execute and acknowledge and deliver all such acts, assignments, confirmations, consents and any and all such further instruments and documents, in form reasonably satisfactory to the requesting Party, as shall be reasonably necessary or advisable to carry out the intent of this Agreement.
19. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, including a facsimile, and all of which together shall be considered one and the same Agreement. This Agreement is not intended to be executed by electronic signature, but delivery of any manual signature by electronic means such as facsimile or email shall be sufficient.
20. **CUMULATIVE REMEDIES.** The rights and remedies under this Agreement are cumulative and not exclusive of any other rights, remedies, powers and privileges that may be available under this Agreement or otherwise.
21. **TITLES; HEADINGS.** Titles and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.
22. **WAIVER OF JURY TRIAL.** NO PARTY TO THIS AGREEMENT OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY

SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE ANCILLARY AGREEMENTS OR THE DEALINGS OR THE RELATIONSHIP BETWEEN THE PARTIES. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HERETO HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

23. **NO AUTOMATIC WAIVERS.** No term or condition contained in this Agreement or any SOW shall be deemed waived, and no breach or omission excused, unless in writing and signed by the Party against whom enforcement of such waiver or consent is sought. A waiver of any term or condition of this Agreement or any SOW in any regard shall not constitute a waiver or consent to any different or subsequent breach or omission, and either Party may invoke any remedy available at law or in equity despite any such waiver or consent.
24. **NO THIRD PARTY BENEFICIARIES.** Except as specifically provided in this Agreement, this Agreement shall not be construed to confer any rights or benefits upon any person other than the Parties to this Agreement, nor shall this Agreement provide any rights to any other parties to enforce any provisions of this Agreement.
25. **BINDING EFFECT.** This Agreement shall be binding upon, and inures to the benefit of the Parties hereto and their respective heirs, successors and permitted assigns.

-- SIGNATURE PAGE FOLLOWS --

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**BERMUDA BUSINESS  
DEVELOPMENT AGENCY**

Signature

Please Print Name

Please Print Title

Date

**KIVVIT**

Signature

Please Print Name

Please Print Title

Date

**Exhibit A**  
**FORM OF STATEMENT OF WORK**

This Document is a Statement of Work ("SOW"), dated as of January 3, 2017 (the "SOW Effective Date"), as defined in the Consulting Agreement ("Agreement") between Bermuda Business Development Agency ("Client") and Kivvit ("Kivvit"), dated as of January 3, 2017, and is subject to and incorporates by reference the provisions of the Agreement.

1. **DELIVERABLES:**

- a. Development of Database of Target Audience
  - i. Kivvit will develop a comprehensive database comprised of thousands of U.S. business executives responsible for decisions on offshoring business operations. The database will be used as a foundation for all the elements of the campaign from the look and feel of the content hub to digital advertising and audience development for events both on and off island.
- b. Campaign Immersion Session in Bermuda
  - i. Kivvit team members will travel to Bermuda in January 2017 for an immersive strategy session with BDA staff and select stakeholders. These meetings will inform the content development process and will help prepare for interactions with the press and with stakeholders at public events.
- c. Development of Content Hub
  - i. Establish and manage relationship with content hub vendor such as Bloomberg or other media partner selected by the BDA.
  - ii. Draft written materials such as op-eds and case studies.
  - iii. Work alongside BDA staff and BDA video team to identify potential testimonial subjects and help create a unified script to be used for any industry or business leader.
  - iv. Ensure design consistency between content hub and redeveloped BDA website.
  - v. Develop digital ads promoting content hub to be displayed by partner such as Bloomberg or another media organization.
- d. Development of Digital Ads



- i. Kivvit's graphic design team will develop digital display ads to be used in the digital advertising component of this Scope of Work. To ensure digital ads are developed in a timely manner, each designed ad will be subject to two rounds of edits by the BDA. Edits requested beyond the second round will be charged at Kivvit's hourly blended rate.
- e. Digital Marketing
  - i. LinkedIn InMail messages—tailored to specific target audiences—will be delivered to individuals identified in the database development process.
  - ii. Digital display ads will be strategically placed on leading business news websites.
- f. Media Event in New York City
  - i. Kivvit will manage development and planning of high-profile media panel event to be hosted in New York City in mid-May.
  - ii. Kivvit will manage relationship with media vendor such as Bloomberg or other high-profile media convener.
  - iii. Kivvit will manage media relations and digital promotion around the event.
- g. Media Relations
  - i. Kivvit will work alongside BDA staff to respond reactively and proactively to promote BDA and leverage BDA travel/events in the US to organize press interviews and media-coverage opportunities
- h. Email Marketing
  - i. Kivvit will use the database to deliver tailored marketing messages directly to the inboxes of targeted individuals.
- i. Harvesting Digital IDs of Influential Audiences
  - i. Kivvit will use geo-harvesting tools to capture the IP addresses of attendees at high-value events as identified by Kivvit and the BDA. The data collected will be used to target the individuals with digital advertisements about the benefits of doing business in Bermuda.
- j. Search Engine Optimization (SEO)
  - i. Based on what we learn from our digital search analytics, Kivvit will employ SEO tactics to drive target audiences to both the content hub and

the BDA website based on real-time reviews of what content on those sites is generating the most interest.

k. Measuring Success

- i. Kivvit will develop, update and regularly deliver metrics reports demonstrating the progress of the campaign. Our measurements will be made using several techniques:

1. Search analytics monitoring: At the heart of this campaign is the generation of increased interest in doing business in Bermuda. To measure the success of our tactics in driving people to study the advantages of the Bermuda business environment, Kivvit will closely monitor the level of online searches for defined terms related to the assets we will be promoting through this campaign.

This monitoring will begin with a baseline review of online interest in January and will continue as the individual tactics outlined in this scope are deployed to demonstrate their success in increasing interest among the BDA's core audiences.

2. Digital pixels: Placing pixels on both the BDA website and digital content hub will allow us to measure web traffic—including by geography and, in some cases, by company.
3. Email marketing: Measurements of traffic driven to content hub through email marketing messages delivered directly to the inboxes of target audiences.

2. **BDA 2016 FISCAL YEAR WORK SCHEDULE:**

- a. Development of Database of Target Audience: January 3–February 15
- b. Campaign Immersion Session in Bermuda: Early to Mid-January
- c. Development of Content Hub: January 3–March 15
- d. Development of Digital Ads: March 15–April 3
- e. Email Marketing: March 15–April 3
- f. Media Relations in the U.S. for BDA spokespeople: Ongoing throughout the campaign

- g. Harvesting Digital IDs of Influential Audiences at events in the U.S: Ongoing throughout the campaign
- h. Search Engine Optimization: Ongoing throughout the campaign

3. **BDA 2017 FISCAL YEAR WORK SCHEDULE:**

- a. Digital Marketing: April 3–June 30
- b. Media Event in New York City: April 3–May 15
- c. Email Marketing: April 3–June 30
- d. Media Relations in the U.S. for BDA spokespeople: Ongoing throughout the campaign
- e. Harvesting Digital IDs of Influential Audiences at events in the U.S: Ongoing throughout the campaign
- f. Search Engine Optimization: Ongoing throughout the campaign

4. **PAYMENT SCHEDULE:**

Reputation Campaign Budget: January–March 2017	
Database Development	\$20,000
Content Hub Development	\$35,000
Project Management	\$75,000

Reputation Campaign Budget: April–June 2017	
Live Event in New York City	\$60,000
Digital Promotion of Campaign	\$45,000
Project Management	\$75,000

5. **ADDITIONAL TERMS AND CONDITIONS.**

- (a) Any updates or changes to the deliverables and Kivvit's fees shall be agreed upon in writing in an updated SOW.

-- SIGNATURE PAGE FOLLOWS --

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed by their duly authorized representatives as of the SOW Effective Date.

**BERMUDA BUSINESS  
DEVELOPMENT AGENCY**

Signature

Please Print Name

Please Print Title

Date

**KIVVIT**

Signature

Please Print Name

Please Print Title

Date



## **Exhibit A**

### **FORM OF STATEMENT OF WORK**

This Document is a Statement of Work ("SOW"), dated as of January 16, 2019 (the "SOW Effective Date"), as defined in the Consulting Agreement ("Agreement") between Bermuda Business Development Agency ("Client") and Kivvit ("Kivvit"), dated as of January 3, 2017, and is subject to and incorporates by reference the provisions of the Agreement. This SOW covers services provided by Kivvit from January 16 to May 31, 2019.

#### **1. INTRODUCTION:**

Kivvit recommends the following scope of services to support stakeholder engagement and media relations as the Bermuda Business Development Agency (BDA) rolls out its 2019 public affairs and events program to reach business, political and media decision makers in critical North American and European markets.

Kivvit has collaborated with the BDA since 2016 to advance the organization's mission by leading a comprehensive research effort to understand U.S. sentiment of Bermuda as an international business hub; arranged top tier press meetings including multiple Bloomberg news, radio and TV interviews, *The Philadelphia Inquirer*, *CoinDesk.com*, and local Chicago broadcast interviews; established ties with influential members of the U.S. business community in Chicago, New York, Miami and Dallas; assisted with crisis communications for the BDA and the Government of Bermuda during the Paradise Papers crisis; and managed a digital advertising campaign to reach elite business audiences in multiple sectors through a custom Bloomberg website and a high-profile event with Mike Bloomberg at their New York headquarters.

Kivvit proposes to assist the BDA's stakeholder and media engagement efforts in the first half of 2019 as it participates in high-level events in Davos, New York (twice) and Boston.

#### **2. DELIVERABLES:**

- a. World Economic Forum in Davos, Switzerland: Media relations support for Premier Burt and BDA CEO Andy Burrows
  - i. Ahead of the World Economic Forum in Davos, Switzerland, on January 21-January 25, Kivvit will contact attending members of the media (and columnists who will write about the event but will not travel) to arrange briefings with Premier Burt and Mr. Burrows. The outreach will focus on the financial press, including, but not limited to, Bloomberg, CNBC, *Financial Times*, *The Economist*, *Wall Street Journal*, *The Daily Telegraph* and *The Independent*. As needed, Kivvit will assist with message development, with emphasis on Bermuda's emerging role as a global fintech leader.

- b. Bermuda Executive Forum in New York City March 21: Media relations and stakeholder engagement and securing keynote speaker
  - i. In advance of the BDA's New York Executive Forum on March 21, Kivvit will arrange press briefings for Premier Burt and important members of the delegation, with a focus on outlets and reporters that will be receptive to Bermuda's fintech and foreign investment narratives. In addition, Kivvit will leverage its extensive relationships with the New York political and business community to schedule meetings between the delegation and influential leaders and business convener groups.
- c. RIMS 2019 in Boston April 28-May 1: Media relations and stakeholder engagement
  - i. Similar to our efforts for the BDA for the last two RIMS conferences in Philadelphia and San Antonio, Kivvit will schedule meetings for the delegation with local political and business leaders to help build lasting ties that will benefit Bermuda's business environment. Our Boston office, led by Kivvit Director Annie Lydgate, will use her extensive political and business network to build an itinerary of productive meetings to supplement the BDA's RIMS schedule and facilitate an opportunity for BDA to promote the business synergies between Bermuda and Boston.
- d. Consensus (Blockchain Week) May 13-14 in New York City
  - i. Kivvit will obtain press interviews for the Premier and engage with local business influencers and decision makers tapping the media and political connections of Kivvit's New York City office.

3. **WORK SCHEDULE January 16 - May 31, 2019:**

- a. Media relations support for World Economic Forum: January 16-30
  - i. Kivvit will continue its work beyond the conclusion of the Forum should individual reporters have interest in meeting with the delegation but be unable to schedule a discussion due to the full event itinerary. In this case, we will arrange interviews, by phone if necessary, shortly after the events conclude.
- b. Bermuda Executive Forum: January 16 - March 21
  - i. Kivvit will immediately set out to secure a keynote speaker for the Forum and line up meetings with business convener groups. Within a month of the executive forum, Kivvit will begin outreach to media targets to arrange briefings and interviews.
- c. RIMS 2019: February 15 – May 1
  - i. By early March, Kivvit will build a list of top tier meeting targets. Once approved by the BDA, Kivvit will conduct initial outreach to targets 6-8

weeks from the start of RIMS 2019, with the aim of having a full itinerary in place two 1-2 weeks from the start of the conference.

- d. Consensus (Block Chain Week): May 13-14
  - i. Kivvit will work with the BDA to establish a press list of reporters who interviewed the Premier at last year's Consensus and add new fintech and block chain reporters and influencers for the Premier to meet with. Kivvit will also extend the work from the New York City Executive Forum with business leaders and business convening organizations to arrange meetings for the Premier and CEO Burrows.
- e. Kivvit will support the BDA with supplemental media relations and event support through the length of the engagement, including media training (if desired) for BDA leadership; consulting on event support in other markets; an automatically updated "fintech tracker" that monitors Twitter and reports on fintech news that could impact Bermuda; and ongoing consulting to the BDA and the Government of Bermuda where requested.

4. **PAYMENT SCHEDULE:**

Kivvit proposes a monthly retainer of \$20,000 for the period of January (prorated) through May 31.

5. **ADDITIONAL TERMS AND CONDITIONS.**

- (a) Any updates or changes to the deliverables and Kivvit's fees shall be agreed upon in writing in an updated SOW.

-- SIGNATURE PAGE FOLLOWS --

IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed by their duly authorized representatives as of the SOW Effective Date.

**BERMUDA BUSINESS  
DEVELOPMENT AGENCY**

Signature

ROLAND ANDY BURROWS

Please Print Name

CEO BDA

Please Print Title

1/17/19

Date

**KIVVIT**

Signature

Eric Sedler

Please Print Name

Managing Partner

Please Print Title

01/16/2019

Date



**Exhibit A**  
**FORM OF STATEMENT OF WORK**

This Document is a Statement of Work ("SOW"), dated as of September 11, 2019 (the "SOW Effective Date"), as defined in the Consulting Agreement ("Agreement") between Bermuda Business Development Agency ("Client") and Kivvit ("Kivvit"), dated as of January 2, 2017, and is subject to and incorporates by reference the provisions of the Agreement. This SOW covers services provided by Kivvit from September 11, 2019 to November 22, 2019.

**1. INTRODUCTION:**

Kivvit proposes the following scope of services to support the BDA with its Bermuda Tech Week in October; an updated reputation framework incorporating the Charles Ludolph impact report that will also inform the approach to raise the profile of CEO Andy Burrows; and providing ongoing communications services.

Kivvit has collaborated with the BDA since 2016 to advance the organization's mission by leading a comprehensive research effort to understand U.S. sentiment of Bermuda as an international business hub; arranged top tier press meetings, including multiple Bloomberg print, radio and TV interviews, Fortune, Yahoo Finance TV, *The Economist*, *The Wall Street Journal*, *Barron's*, *The Philadelphia Inquirer*, Coindesk, and local Chicago broadcast interviews; established ties with influential members of the U.S. business community in Chicago, New York, Miami, Dallas and Boston; introduced Premier Burt and CEO Andy Burrows to important elected offices in the U.S and Canada, including the Governor of Boston the Mayor of Miami, FL; assisted with crisis communications for the BDA and the Government of Bermuda during the Paradise Papers crisis; and managed a digital advertising campaign to reach elite business audiences in multiple sectors through a custom Bloomberg website and a high-profile event with Mike Bloomberg at their New York headquarters.

Kivvit proposes the following team to partner with the BDA for September through November of 2019: Managing Partner Eric Sedler (has worked with the Govt of Bermuda and the BDA for six years); Managing Director Kent Holland of the Washington, DC office (has led Kivvit's work with the BDA for the past four years); Senior Associate Ian Hainline; Senior Associate Mackenzie Shutler (directed social media and digital advertising for the BDA the past three years); Associate (Ms.) Dale Van Ollefen (on the BDA client team for two years). To conserve resources, not all team members will be working at the same time, tasked with different categories of work.

**2. DELIVERABLES:**

- a. Supporting and promoting Bermuda Tech Week on October 14-18.

Kivvit will create press materials and press lists to solicit top tier press interviews for CEO Andy Burrows, Premier Burt and key speakers by phone, and support these interviews with press briefing documents.

Kivvit will invite reporters who have interviewed Premier Burt to attend the conference as moderators and arrange for interviews for the Premier, CEO Burrows, and BDA stakeholders and speakers.

Kivvit will monitor for news coverage and social media around companies and speakers involved that could impact Bermuda's reputation and the event.

~~Kivvit will provide a wrap up report of the media coverage and social media coverage~~

Kent Holland will attend the event and follow-up meetings at the BDA on October 16.

b. Jurisdictional Message Architecture

This will be the cornerstone of Kivvit's work. Supporting the development of Bermuda's narrative and jurisdictional messaging will form the basis for all communications and content so it can be shared with stakeholders. It will include an overview of Bermuda today on key facts and statistics on the economy, focus on different business sectors, Bermuda's relationship with key markets, and a hot topics section covering Brexit, EU economic substance and other upcoming issues

To accomplish this, Kivvit will use the Charles Ludolph report as a source for key facts and proof points, in addition to sourcing additional references from other international reports and research.

c. CEO Positioning for Andy Burrows

As part of its creation of jurisdictional content, Kivvit will highlight material useful for thought leadership topics and content for the CEO Viewpoint.

d. Weekly client calls between the BDA and Kivvit over the time period covered by this SOW.

**3. WORK SCHEDULE September 10 – November 22, 2019:**

September: \$15,000 for the following categories of work:

- a. Media relations support for Bermuda Tech Week
- b. Begin work on message architecture update based on Charles Ludolph Bermuda Economic report
- c. Ongoing communications support for BDA.

October: \$17,500 for the following categories of work:

- a. Continue media outreach and press material creation for Bermuda Tech Week
- b. Deliver first draft of message architecture based on the Charles Ludolph economic report including three info graphics and social media content calendar for the months of October and November.
- c. Set aside content creation for CEO Andy Burrows for CEO Viewpoint op-eds drawn from message architecture
- d. Ongoing communications support for the BDA.



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- e. Kivvit team member Kent Holland to attend the Tech Week conference.

November: \$12,500 for the following categories of work:

- a. Finish message architecture and content creation for the Charles Ludolph economic report.
- b. Ongoing communications support for the BDA.
- c. Set aside content creation for CEO Andy Burrows for CEO Viewpoint op-eds drawn from message architecture

3. **ADDITIONAL TERMS AND CONDITIONS.**

- (a) Any updates or changes to the deliverables and Kivvit's fees shall be agreed upon in writing in an updated SOW.

-- SIGNATURE PAGE FOLLOWS --

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IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed by their duly authorized representatives as of the SOW Effective Date.

BERMUDA BUSINESS DEVELOPMENT

AGENCY

Signature

N. STEVENS

Please Print Name

DIRECTOR OF COMMS + PR

Please Print Title

17th Sept 2019.

Date

KIVVIT

DocuSigned by:

Eric Sedler

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Eric Sedler

Please Print Name

Managing Partner

Please Print Title

9/18/2019

Date



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**Exhibit A**  
**FORM OF STATEMENT OF WORK**

This Document is a Statement of Work ("SOW"), dated as of January 30, 2020 (the "SOW Effective Date"), as defined in the Consulting Agreement ("Agreement") between Bermuda Business Development Agency ("Client") and Kivvit ("Kivvit"), dated as of January 3, 2017, and is subject to and incorporates by reference the provisions of the Agreement. This SOW covers services provided by Kivvit from February 1 to June 30, 2020.

**1. INTRODUCTION:**

Kivvit recommends the following scope of services to support stakeholder engagement and media relations as the Bermuda Business Development Agency (BDA) rolls out its 2020 public affairs and events program to reach business, political and media decision makers in North American and European markets. With an eye to the future with Bermuda's efforts to create "Blockchain Island" while with its feet firmly planted in the core re/insurance and financial services industries, Kivvit will use the new message architecture and Charles Ludolph report to create data packages to spotlight the importance of Bermuda in the global economy.

As it supports the events scheduled for 2020, Kivvit will collaborate with the BDA about forming a series of events in the future pegged to specific industries like financial services, re/insurance and fintech. This could involve bringing in new media partners or selecting new cities such as San Francisco where the Bermuda brand halo isn't as strong.

Kivvit has collaborated with the BDA since 2016 to advance the organization's mission by leading a comprehensive research effort to understand U.S. sentiment of Bermuda as an international business hub; arranged top tier press meetings including multiple Bloomberg news, radio and TV interviews, and meetings with *The Philadelphia Inquirer*, Coindesk.com, and local Chicago broadcast interviews; established ties with influential members of the U.S. business community in Boston, Chicago, New York, Miami and Dallas; assisted with crisis communications for the BDA and the Government of Bermuda during the Paradise Papers crisis; managed a digital advertising campaign to reach elite business audiences in multiple sectors through a custom Bloomberg website and a high-profile event with Mike Bloomberg at their New York headquarters; and in 2019 arranged multiple high profile interviews for Premier Burt, Finance Minister Curtis Dickinson and CEO Andy Burrows with Fortune, Yahoo! Finance, Barron's and other top tier media outlets.

Kivvit proposes to assist the BDA's stakeholder and media engagement efforts in the first half of 2020 as it participates in high-level events in New York, Denver, Bermuda and Toronto.



## 2. DELIVERABLES:

- a. Bermuda Executive Forum in New York City (March 19): Media relations and stakeholder engagement and securing keynote speaker or panelists.
  - i. In advance of the BDA's New York Executive Forum on March 19, Kivvit will arrange press briefings for CEO Andy Burrows and Finance Minister Curtis Dickinson, with an emphasis on top-tier outlets and reporters that will be receptive to Bermuda's latest developments and perspective on current trends including fintech and foreign investment narratives. In addition, Kivvit will schedule meetings with prominent members of the New York business community, including leading business convener groups like the Greater New York Chamber of Commerce, the Partnership for New York City, and A-list law firm partners in IP, tech and financial services who can potentially steer business to the BDA.
  - ii. Kivvit will support the BDA's efforts to either secure a top tier keynote speaker or panelists for the Forum if required. Kivvit's New York office has deep roots with Governor Cuomo (Managing Partner Maggie Moran ran his fall gubernatorial campaign), Mayor Bill DeBlasio, and former Gov. David Paterson (a consultant to Kivvit), and can tap into our extensive relationships with the governor's office and local political and business community to find alternatives.
- b. RIMS 2020 in Denver (May 3-6): Media relations and stakeholder engagement  
Similar to our efforts for the BDA for the last three RIMS conferences in Philadelphia, San Antonio/Dallas and Boston, Kivvit will schedule high-level meetings for the delegation with local political and business leaders to help build lasting ties that will benefit Bermuda's business environment. As in Toronto last year (and this year), Kivvit has a high profile, on-the-ground business convener and media specialist colleague with a comprehensive political and business network to build an itinerary of meetings to augment the BDA's busy schedule around RIMS.
- c. Consensus (Blockchain Week) in New York City (May 11-13):
  - i. Kivvit understands the attendees are still TBC from the BDA and the Premier's office – Kivvit has secured high level media relations coverage for the BDA for the past two years and strongly recommends the Bermuda Government and the BDA send senior leadership in 2020. Kivvit will obtain press interviews for senior leadership and again can tap high profile local business conveners and decision makers with the deep connections of Kivvit's New York City office.
- d. Fortune Magazine Brainstorm Finance event in Montauk, Long Island (June 17-18):

- i. Kivvit booked this speaking opportunity for Premier Burt in 2019. If the Premier accepts, we will work with Fortune's event staff, editors and press covering the event to prepare the Premier and the Minister of Finance for this speaking opportunity.
- e. Collision 2020 event in Toronto, Canada (June 22- 25)
  - i. At Collision 2019, Kivvit arranged meetings with the top media and government leaders in Toronto and would be prepared to offer similar support plus new meetings with the Prime Minister's office and different business conveners.

Kivvit can also support several other BDA events with strategic counsel and potential reporter meetings. For example, every year Kivvit attends the annual Satellite conference in Washington, D.C. Several members of the Kivvit D.C. office will be attending Satellite 2020 on March 12, and with a core competency in the commercial satellite industry and a colleague who is a well-known and respected voice in the industry, Kivvit would be happy to assist the BDA team members with introductions to influential industry business people and attending press.

3. **WORK SCHEDULE for February 1 – June 30, 2020:**

- a. Bermuda Executive Forum NYC 2020: February 1-March 19
  - i. Kivvit will immediately set out to secure speaker and panelist support for the Forum (if needed) and line up meetings with business convener groups, law firms and important local officials. Within a month of the executive forum, Kivvit will begin outreach to media targets to arrange briefings and interviews.
- b. RIMS 2020: February 15-May 6
  - i. By early March, Kivvit will build a list of top tier meeting targets. Once approved by the BDA, Kivvit will collaborate and coordinate with our Denver colleague to conduct initial outreach to targets 6-8 weeks from the start of RIMS 2020 with the aim of having a full itinerary in place two-three weeks from the start of the conference.
- c. Consensus (Block Chain Week) & Stablecoin Summit: The Future of Money in Bermuda: March 1-May 20
  - i. Depending on the attendance of the Premier, Finance Minister and CEO Andy Burrows, Kivvit will work with the BDA to establish a press list of reporters from the last two years of Consensus who interviewed BDA and Bermuda Government leadership and add new reporters and influencers to meet with. Kivvit will also extend the work from the New York City Executive Forum with business leaders and business convening organizations to arrange meetings for the Premier and CEO Burrows.



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- d. Fortune Magazine Brainstorm Finance Event; Collision 2020 in Toronto; possible Bermuda Executive Forum in Toronto: April 10-June 25
  - i. Kivvit will draft a Q&A and press releases to promote the Premier's participation in one of Fortune's most important conferences of the year, attend and staff the event for the Premier, and make sure the interaction with Fortune runs smoothly. Kivvit will also engage Scott Brownrigg, our Toronto colleague who arranged a stellar number of press meetings and introductions to influential Canadian government ministers, law firms and business conveners.
- e. Kivvit will support the BDA with supplemental media relations, the development of media lists, updating the messaging document and additional event support through the length of the engagement, consulting on event support in other markets if needed and ongoing consulting to the BDA, including a weekly call, and the Government of Bermuda where requested.

4. **PAYMENT SCHEDULE:**

Kivvit proposes a monthly retainer of \$20,000 for the period of February (prorated from when the engagement begins) through June 30.

5. **ADDITIONAL TERMS AND CONDITIONS.**

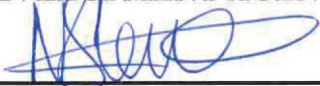
- (a) Any updates or changes to the deliverables and Kivvit's fees shall be agreed upon in writing in an updated SOW.

-- SIGNATURE PAGE FOLLOWS --

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IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed by their duly authorized representatives as of the SOW Effective Date.

**BERMUDA BUSINESS  
DEVELOPMENT AGENCY**

  
\_\_\_\_\_  
Signature

NICKY STEVENS  
\_\_\_\_\_  
Please Print Name

DIRECTOR OF COMMS + PR  
\_\_\_\_\_  
Please Print Title

11/02/2020.  
\_\_\_\_\_  
Date

**KIVVIT**

DocuSigned by:  
Eric Sedler  
\_\_\_\_\_  
4FB420ADD422462...  
Signature

Eric Sedler  
\_\_\_\_\_  
Please Print Name

Managing Partner  
\_\_\_\_\_  
Please Print Title

2/12/2020  
\_\_\_\_\_  
Date

**Exhibit B Attachment for the Bermuda Business Development Agency****March 2009 – June 17, 2020 (ongoing)**

As a retrospective amendment, the information contained in this filing was assembled to the best of the registrant's ability after reasonable due diligence. Certain historical information was unavailable after reasonable due diligence.

**Item 11**

The registrant provides comprehensive public relations and media relations support to the Bermuda Business Development Agency, including by arranging media interviews; advising on media and communications strategy; managing advertising campaigns; creating online and other content for the client; developing press releases, background materials, biographies, media pitches, press target lists, and other content; creating an online news compilation; conducting outreach to the U.S. business community; organizing events and conferences; and creating opportunities for Bermuda officials to interact with elected officials and others in the United States.

As noted above, certain historical information was unavailable after reasonable due diligence.

<b>Date/Month</b>	<b>Name/Title/Media Association</b>	<b>Subject Matter</b>	<b>Method of Contact</b>
4/24/2017	Philadelphia Inquirer	Reinsurance and financial services via Bermuda and global economy	E-mail and in-person meeting
4/24/2017	Sonali Basak, Bloomberg News	Meet and greet with Premier about businesses and civic leaders	E-mail and in-person meeting
5/17/2017	Bloomberg	Multinational companies engaging and evolving in the 21st century business environment.	E-mail
5/17/2017	Bloomberg Events	Worked with Bloomberg Events to secure attendance of members of the financial services industry at the event, and supported it with social media suggestions.	E-mail
11/17/2017	Jeannette Vazquez, Executive Assistant to Miami-Dade	Invitation for the Mayor to meet with the Premier while he is in Miami.	E-mail



<b>Date/Month</b>	<b>Name/Title/Media Association</b>	<b>Subject Matter</b>	<b>Method of Contact</b>
	Mayor Carlos Gimenez		
11/21/2017	Giovanni Castro, Deputy Chief of Staff for Miami Mayor Francis Suarez	Invitation for the Mayor to meet with the Premier while he is in Miami.	Call
11/21/2017	Andres Rivero, Aide for Miami Mayor Francis Suarez	Follow-up E-mail to set up a meeting between Mayor Suarez and Premier Burt.	E-mail
11/22/2017	Michele Burger, Chief of Staff to Miami Beach Mayor Dan Gelber	Invitation for the Mayor to meet with the Premier while he is in Miami.	E-mail
5/3/2018	Annalise Milano, Coindesk.com	Regulation and business activity in industry	E-mail
5/3/2018	Sam Lenga, Bloomberg Radio	Bermuda global business market, mergers and acquisitions	E-mail
5/3/2018	Pimm Fox and Lisa Abramowicz, Bloomberg Radio	Global business markets, mergers and acquisitions, block chain technology	E-mail and in-person meeting
5/3/2018	Alan Mirabella and Lily Katz, Bloomberg	Cryptocurrencies, interaction with blockchain tech, crypto regulation,	E-mail
5/3/2018	David Westin, Sheryl Ahn, Bloomberg TV	Taxes, trade, cryptocurrencies	E-mail and in-person meeting
7/31/2018	Joseph Ruiz, Chief of Staff for Miami Mayor Francis Suarez	Invitation for the Mayor to join the Premier for the opening discussion of the Executive Forum.	E-mail
7/31/2018	Brandon Cruz, Senior Aide for Miami Mayor Francis Suarez	Invitation for the Mayor to join the Premier for the opening discussion of the Executive Forum—and later confirmation of his participation.	E-mail

<b>Date/Month</b>	<b>Name/Title/Media Association</b>	<b>Subject Matter</b>	<b>Method of Contact</b>
10/18/2018	Francis Suarez, Mayor of Miami	Discussion of cooperation and synergy between Bermuda and Miami.	E-mail
2/27/2019	Kristen Lepore, Chief of Staff to MA Governor Baker	Scheduling a meet-and-greet for the Massachusetts Governor and the Bermuda Business Development Agency leadership	E-mail
2/27/2019	Haley Arnold, Scheduler to MA Governor Baker	Scheduling a meet-and-greet for the Massachusetts Governor and the Bermuda Business Development Agency leadership	E-mail
3/20/2019	Marc Hochstein of Coindesk	Signature Bank announcements and Fintech company openings	E-mail and in-person meeting
3/20/2019	Ben Walsh, BARRON'S	Encouraging blockchain, crypto through legislative and regulatory means	E-mail, phone, and in-person meeting
3/20/2019	Alice Fulwood, Economist	Digital assets, bitcoin, fintech growth in Bermuda	E-mail and in-person meeting
3/21/2019	Dan Roberts, Yahoo Finance	NY Signature Bank, Digital Asset Business Act, Brexit's effect on Bermuda	E-mail and in-person meeting
3/21/2019	Jen Wieczner and Ben Hackett, Fortune Magazine	Digital Asset Business Act, Bitcoin, Brexit	E-mail, phone, and in-person meeting
04/02/19	Dan Pierce, Bloomberg	Setting up a potential interview with the Bermuda Business Development Agency leadership	E-mail
4/11/2019	Jessica Bartlett, Boston Business Journal	Setting up a potential interview with the Bermuda Business Development Agency leadership	E-mail
4/11/2019	John Barros, Chief of Economic Development	Scheduling a meet-and-greet for the Massachusetts Governor and the Bermuda Business Development Agency leadership	E-mail
4/12/2019	James Colimon, Manager of	Scheduling a meet-and-greet for Chief of Economic Development for the City of	E-mail

<b>Date/Month</b>	<b>Name/Title/Media Association</b>	<b>Subject Matter</b>	<b>Method of Contact</b>
	International Partnerships	Boston and the Bermuda Business Development Agency leadership	
4/15/2019	Jon Chesto, The Boston Globe	Setting up a potential interview with the Bermuda Business Development Agency leadership	E-mail
5/1/2019	Tom Moroney, Janet Wu and Peter Barnes, Bloomberg Radio	Cryptocurrencies, blockchain tech	E-mail
5/1/2019	Charlie Baker, Massachusetts Governor	General introductions and business discussions between Massachusetts and Bermuda	In-person meeting
5/1/2019	John Barros, Chief of Economic Development	General introductions and business discussions between Boston and Bermuda	In-person meeting
5/14/2019	Gertrude Chavez-Dreyfuss, Reuters	Cryptocurrencies and bitcoin	E-mail and in-person meeting
5/15/2019	Sam Lenga, Bloomberg Radio	Latest regulatory moves governing ICO's, Digital Asset Bill, Brexit's effect on Bermuda	E-mail
5/15/2019	Paul Sweeney and Lisa Abramowicz, Bloomberg Radio	Latest regulatory moves governing ICO's, Digital Asset Bill, Brexit's effect on Bermuda	E-mail and in-person meeting
5/15/2019	Oscar Williams-Grut, Yahoo Finance	Cryptocurrency regulation in Bermuda	E-mail and in-person meeting
9/14/2019	Gaby Castillo, Director of Communications for Miami Mayor Francis Suarez	Connected her with a BDA representative to coordinate media relations for the Executive Forum.	E-mail
9/23/2019	Lauren Berry, Bloomberg News	Invitation to meet with Premier regarding business development in Bermuda.	E-mail

<b>Date/Month</b>	<b>Name/Title/Media Association</b>	<b>Subject Matter</b>	<b>Method of Contact</b>
9/24/2019	Pimm Fox, Bloomberg News	Invitation to meet with Premier regarding business development in Bermuda.	E-mail and in-person meeting
9/25/2019	Jen Wieczner, Fortune	Invitation to meet with Premier regarding business development in Bermuda.	E-mail
9/30/2019	Michael del Castillo, Forbes	Invitation to meet with Premier regarding business development in Bermuda.	E-mail
9/30/2019	Dan Roberts, Yahoo Finance	Invitation to meet with Premier regarding business development in Bermuda.	E-mail

**Item 12**

<b>Date</b>	<b>From Whom</b>	<b>Purpose</b>	<b>Amount</b>
7/17/2009	Bermuda Business Development Agency	Qualitative Research	\$120,000.00
6/2/2009	Bermuda Business Development Agency	Economic Impact Study	\$100,000.00
4/23/2010	Bermuda Business Development Agency	Travel & office expenses	\$3,505.57
4/23/2010	Bermuda Business Development Agency	Travel & office expenses	\$1,220.07
4/23/2010	Bermuda Business Development Agency	Travel expenses for ASK Public Strategies, Stonebridge International, Benenson Strategy Group	\$29,739.57
4/23/2010	Bermuda Business Development Agency	Travel and office expenses	\$1,433.76
12/14/2009	Bermuda Business Development Agency	Digital Marketing	\$35,000.00

Date	From Whom	Purpose	Amount
2/2/2010	Bermuda Business Development Agency	Rebranding	\$65,000.00
4/23/2010	Bermuda Business Development Agency	Travel expenses	\$1,577.63
4/23/2010	Bermuda Business Development Agency	Travel & office expenses	\$5,955.46
4/23/2010	Bermuda Business Development Agency	Travel Expenses	\$3,512.89
4/23/2010	Bermuda Business Development Agency	Travel & office supply expenses	\$2,332.65
4/23/2010	Bermuda Business Development Agency	Economic Impact Study	\$50,000.00
4/23/2010	Bermuda Business Development Agency	Travel Expenses	\$12,173.09
4/29/2010	Bermuda Business Development Agency	Travel expenses	\$5,369.92
5/18/2010	Bermuda Business Development Agency	Website part 1	\$25,000.00
5/25/2010	Bermuda Business Development Agency	Travel expenses	\$4,688.87
8/31/2010	Bermuda Business Development Agency	Travel expenses to Bermuda (C. Ludolph: June 16-18)	\$2,044.18
1/28/2011	Bermuda Business Development Agency	Website part 2	\$27,940.00
1/28/2011	Bermuda Business Development Agency	Website completion 2010	\$3,151.61
1/28/2011	Bermuda Business Development Agency	Expenses	\$600.00

Date	From Whom	Purpose	Amount
2/18/2011	Bermuda Business Development Agency	Jan & Feb 2011 website hosting & hourly website design/dev	\$1,937.50
3/28/2011	Bermuda Business Development Agency	March website hosting & February design/dev Hours	\$8,365.00
7/20/2011	Bermuda Business Development Agency	March 2011 website design/dev support	\$5,170.75
7/20/2011	Bermuda Business Development Agency	April website dev hours and May hosting	\$3,186.88
7/20/2011	Bermuda Business Development Agency	May 2011 website dev hours, June 2011 hosting	\$2,496.88
7/20/2011	Bermuda Business Development Agency	June website dev hours, July hosting, CMS, eCRM	\$720.00
8/18/2011	Bermuda Business Development Agency	July 2011 website design/dev support	\$1,003.13
9/23/2011	Bermuda Business Development Agency	August 2011 website dev hours, September hosting fees	\$2,425.00
10/24/2011	Bermuda Business Development Agency	September 2011 website dev hours, October hosting	\$1,346.88
12/19/2011	Bermuda Business Development Agency	October website dev hours, November hosting	\$1,650.00
12/19/2011	Bermuda Business Development Agency	December hosting, November website dev hours	\$1,937.50
1/26/2012	Bermuda Business Development Agency	Dec 2011 & Jan 2012 website hosting & development costs	\$1,091.25
2/27/2012	Bermuda Business Development Agency	Jan 2012 website dev hours, Feb hosting fees	\$3,746.88
3/22/2012	Bermuda Business Development Agency	February website dev hours, March hosting fees	\$5,587.50



Date	From Whom	Purpose	Amount
5/11/2012	Bermuda Business Development Agency	March website dev hours & WiredforChange, April hosting	\$5,659.38
8/7/2012	Bermuda Business Development Agency	May 2012 website dev hours, June hosting costs	\$1,978.13
8/7/2012	Bermuda Business Development Agency	June 2012 website dev hours, July hosting	\$2,153.13
8/7/2012	Bermuda Business Development Agency	April website dev hours, May hosting	\$2,928.13
8/24/2012	Bermuda Business Development Agency	July & August 2012 website expenses	\$900.00
9/27/2012	Bermuda Business Development Agency	August website dev hours & hosting, September eCRM	\$987.50
10/29/2012	Bermuda Business Development Agency	Sept website dev hours, Oct hosting	\$1,490.63
11/19/2012	Bermuda Business Development Agency	Oct 2012 website dev hours, Nov 2012 hosting, CMS, & eCRM	\$1,461.88
1/18/2013	Bermuda Business Development Agency	December website Hosting & November website Hours	\$771.88
1/28/2013	Bermuda Business Development Agency	January, 2013 Website Costs	\$700.00
2/28/2013	Bermuda Business Development Agency	February 2013 Website Costs: www.BusinessBermuda.org	\$800.00
3/27/2013	Bermuda Business Development Agency	March website hosting & eCRM	\$700.00
5/28/2013	Bermuda Business Development Agency	April 2013 Website Costs: www.BusinessBermuda.org	\$700.00
10/2/2013	Bermuda Business Development Agency	May 2013 Website Costs: www.BusinessBermuda.org	\$786.25

Date	From Whom	Purpose	Amount
10/2/2013	Bermuda Business Development Agency	June 2013 Website Costs: <a href="http://www.BusinessBermuda.org">www.BusinessBermuda.org</a>	\$700.00
10/2/2013	Bermuda Business Development Agency	Jun & Jul 2013 website hosting costs	\$626.54
1/24/2014	Bermuda Business Development Agency	Jul & Aug 2013 website hosting costs	\$787.50
5/25/2016	Bermuda Business Development Agency	First Installment of Project Fee	\$77,500.00
9/29/2016	Bermuda Business Development Agency	Final Installment of Project Fee	\$77,500.00
2/17/2017	Bermuda Business Development Agency	January 2017 Consulting Fee	\$27,725.27
3/23/2017	Bermuda Business Development Agency	February 2017 Consulting Fee	\$45,166.34
3/31/2017	Bermuda Business Development Agency	March 2017 Consulting Services & Content Hub Development	\$60,000.00
6/6/2017	Bermuda Business Development Agency	April 2017 Consulting Fee	\$25,000.00
6/23/2017	Bermuda Business Development Agency	May 2017 Consulting Fee	\$86,317.75
7/28/2017	Bermuda Business Development Agency	June 2017 Consulting Fee & Digital Promotion of Campaign	\$72,949.65
8/21/2017	Bermuda Business Development Agency	"July 2017 Consulting / Campaign Management Fee, prorated for 1/2 month. Production of Two Videos	\$12,500.00
12/15/2017	Bermuda Business Development Agency	Consulting Fee. Prorated for 2/3.	\$6,500.00

Date	From Whom	Purpose	Amount
2/16/2018	Bermuda Business Development Agency	Video Production	\$9,977.91
1/12/2018	Bermuda Business Development Agency	Paradise Papers search engine marketing and YouTube digital advertising	\$4,400.00
2/16/2018	Bermuda Business Development Agency	Video Production - Bermuda advocacy video (Paradise Papers response)	\$12,048.75
3/23/2018	Bermuda Business Development Agency	Issue Management Hourly Consulting Fee	\$50,000.00
11/23/2018	Bermuda Business Development Agency	Professional communication services to support BDA jurisdictional and market advocacy in the United States	\$35,000.00
11/23/2018	Bermuda Business Development Agency	October BDA Executive Forum in Miami Outreach Project	\$2,101.15
12/17/2018	Bermuda Business Development Agency	Apr-Jun BDA Travel Expenses	\$10,000.00
2/25/2019	Bermuda Business Development Agency	Securing economic research authors starting in June-November 2018	\$10,000.00
3/27/2019	Bermuda Business Development Agency	January 2018 Consulting Services	\$20,000.00
4/17/2019	Bermuda Business Development Agency	February 2019 Consulting Services	\$21,635.03
5/29/2019	Bermuda Business Development Agency	March 2019 Consulting Services	\$21,317.97
6/28/2019	Bermuda Business Development Agency	April 2019 Consulting Services	\$21,431.60
7/15/2019	Bermuda Business Development Agency	May 2019 Consulting Services	\$20,000.00

Date	From Whom	Purpose	Amount
12/12/2019	Bermuda Business Development Agency	Services for Business, Government and Media Engagement at Toronto Executive Forum	\$15,000.00
12/12/2019	Bermuda Business Development Agency	Services for Bermuda Tech Week and Message Architecture Update	\$17,500.00
12/30/2019	Bermuda Business Development Agency	Services for Bermuda Tech Week and Message Architecture Update	\$12,500.00
3/31/2020	Bermuda Business Development Agency	Consulting Services - February 2020 (pro-rated for 18 of 29 days)	\$12,413.80
4/30/2020	Bermuda Business Development Agency	Consulting Services - March 2020	\$20,000.00
6/1/2020	Bermuda Business Development Agency	Consulting Services - April 2020	\$20,000.00
			<b>Total: 1,391,526.59</b>

**Item 13**

Date	To Whom	Purpose	Amount
01/13/2009	Mode	Mode: invoice #11777	\$625.00
03/16/2009	Stonebridge International	Stonebridge International: BIBA economic impact study	\$40,000.00
03/31/2009	Benenson Strategy Group	Benenson Strategy Group: invoice #2009-1631 (first half)	\$33,608.17
03/31/2009	Benenson Strategy Group	Benenson Strategy Group: invoice #2009-1631 (2nd half)	\$33,608.16
04/14/2009	Terrie Pickerill	Terrie Pickerill: travel expenses	\$102.82
04/29/2009	Global Crossing Conferencing	Global Crossing Conferencing: invoice #2173562	\$50.33
05/13/2009	Stonebridge International	Stonebridge International: BIBA	\$41,826.37
05/14/2009	Amex	to reclass 5/14 amex	\$3,303.90

Date	To Whom	Purpose	Amount
05/19/2009	PageWorks	PageWorks: invoice #09-1007	\$400.00
05/28/2009	Global Crossing Conferencing	Global Crossing Conferencing: invoice #2190775	\$20.07
06/01/2009	John Plucinski	John Plucinski: invoice #009-03495bi	\$800.00
06/08/2009	Melissa Nitti	Melissa Nitti: travel expenses	\$448.72
06/10/2009	Stonebridge International	Stonebridge International: BIBA travel expenses	\$5,629.91
06/14/2009	Amex	to reclass 6/14 Amex	\$1,411.45
06/26/2009	Eric Sedler	Eric Sedler: travel reimbursement (6/2-6/5 taxi)	\$95.95
06/29/2009	Global Crossing Conferencing	Global Crossing Conferencing: invoice #2207049	\$22.31
09/09/2009	Executive Council LLC	Executive Council LLC: BIBA online advertising	\$5,000.00
09/09/2009	Financial Times Ltd.	Financial Times Ltd.: BIBA online advertising	\$5,000.00
09/13/2009	Amex	to reclass 9/13 amex	\$1,552.78
09/21/2009	Executive Council LLC	Executive Council LLC: E-mail campaign 9/09	\$3,000.00
09/25/2009	Otherwise Incorporated	Otherwise Incorporated: invoice #0821441 (BIBA)	\$17,000.00
10/10/2009	Yahoo! Inc	Yahoo! Advertising for BIBA Sep 2009	\$4,990.48
10/13/2009	Amex	to reclass 10/13 Amex	\$5,358.06
10/13/2009	Wall Street Journal (media buy)	Wall St. Journal: invoice #36965	\$4,117.86
10/13/2009	Amex	to reclass 10/13 Amex	\$3,657.49
10/14/2009	Articulated Man Inc.	Articulated Man: invoice #APS0902	\$3,700.00
10/16/2009	AKPD Message & Media, LLC	doubleclick: invoice #5239475	\$194.07
10/23/2009	AT&T Mobility (deleted)	AT&T Mobility: invoice #10232009	\$559.54
10/24/2009	Global Crossing Conferencing	Global Crossing Conferencing: invoice #9032316204	\$24.79



Date	To Whom	Purpose	Amount
11/09/2009	Melissa Nitti	Melissa Nitti: reimbursable expenses (passport)	\$135.00
11/09/2009	Melissa Nitti	Melissa Nitti: reimbursable expenses (bermuda taxi)	\$35.00
11/12/2009	Amex, Google adwords	to reclass 11/12 amex, google adwords internet advertising	\$38.15
11/12/2009	Amex	to reclass 11/12 amex	\$13.07
12/16/2009	Amex	to reclass 12/13 Amex: BIBA Travel 1st part of December	\$3,512.89
12/24/2009	Global Crossing Conferencing	Global Crossing invoice 9032423704 (BIBA)	\$18.51
01/05/2010	Otherwise Incorporated	Local Travel, (BIBA)	\$11.50
01/05/2010	Otherwise Incorporated	Supplies, (BIBA)	\$36.50
01/05/2010	Otherwise Incorporated	Color Lasers, (BIBA)	\$240.00
01/05/2010	Otherwise Incorporated	website rebranding december 2009 (BIBA)	\$3,000.00
01/15/2010	Seyfarth Shaw LLP	Seyfarth Shaw invoice 1680855, BIBA	\$1,612.50
01/18/2010	Melissa Nitti	Melissa Nitti BIBA trip travel expenses, 12/14/09-12/17/09. 1/13/10 Amex bill	\$1,012.71
01/29/2010	Otherwise Incorporated	Otherwise Incorporated, inv 8021531, part of BIBA cost	\$24,000.00
01/29/2010	Otherwise Incorporated	Supplies, (BIBA)	\$36.50
01/29/2010	Otherwise Incorporated	Travel-Airfare/Taxi's, (BIBA)	\$688.93
01/29/2010	Otherwise Incorporated	Color Lasers, (BIBA)	\$288.00
02/05/2010	Otherwise Incorporated	Otherwise Incorporated inv 8021541, BIBA rebranding	\$6,000.00
02/05/2010	Otherwise Incorporated	Color Lasers, (BIBA)	\$120.00
02/08/2010	Biba Ebonique	Ebonique, BIBA 2/2 - 2/4 Taxi	\$37.15
02/08/2010	Biba Ebonique	Ebonique, BIBA 2/2 - 2/4 Hudson News	\$12.25
02/08/2010	Eric Sedler	Eric Sedler, BIBA 2/2 - 2/4 Taxi	\$7.30



Date	To Whom	Purpose	Amount
02/08/2010	Eric Sedler	Eric Sedler, BIBA 2/2 - 2/4 Taxi	\$29.10
02/18/2010	Biba Ebonique	BIBA Travel Expenses, 2/12/10 Amex, bill in March	\$1,474.15
02/18/2010	Biba Ebonique	BIBA Travel expenses, 2/12/10 Amex bill	\$10,493.14
02/23/2010	Seyfarth Shaw LLP	Seyfarth Shaw inv # 1695042, consultation regarding trademark searching, BIBA non-billable expenses	\$552.50
02/24/2010	Global Crossing Conferencing	Global Crossing Conferencing, inv# 9032538347, BIBA	\$76.49
02/26/2010	Albright Stonebridge Group LLC	Albright Stonebridge Group, inv 1199, first installment for services for Economic Impact Study website	\$22,500.00
03/19/2010	Ebonique Wool (deleted)	Meals, Business Bermuda	\$22.78
03/19/2010	Eric Sedler - reimbursements	Taxi, Business Bermuda	\$61.60
03/19/2010	Eric Sedler - reimbursements	airport food bar, Business Bermuda	\$24.00
03/19/2010	Ebonique Wool (deleted)	Taxi, Business Bermuda	\$35.05
03/22/2010	AmEx	Business Bermuda, reimbursable expenses, conference calls	\$5.39
03/22/2010	AmEx	Business Bermuda, reimbursable expenses, meals	\$8.91
03/22/2010	AmEx	Business Bermuda, reimbursable expenses, travel	\$3,551.99
03/22/2010	AmEx	Business Bermuda, reimbursable expenses, hotel	\$1,561.76
03/22/2010	AmEx	Business Bermuda, reimbursable expenses, internet services	\$21.95
04/14/2010	AmEx	Business Bermuda, reimbursable expenses, see detail	\$4,554.87
05/10/2010	Melissa Nitti	Melissa Nitti taxi, Business Bermuda	\$134.00
05/18/2010	Trilogy Interactive LLC	Trilogy Interactive inv 1584 for Business Bermuda, 1st half	\$21,500.00
07/09/2010	Albright Stonebridge Group LLC	Travel expenses to Bermuda, C. Ludolph: June 16-18	\$2,058.18
07/09/2010	Albright Stonebridge Group LLC	Albright Stonebridge #1425, 2nd half BIBA economic impact study	\$22,500.00
08/24/2010	AmEx	Business Bermuda - conference calls	\$2.06
10/15/2010	AmEx	Conference calls - Business Bermuda	\$11.61

Date	To Whom	Purpose	Amount
11/02/2010	Trilogy Interactive LLC	Hourly design/development services: ongoing site reconstructing and changes outside Scope of Work, Oct 2010: 8 hours	\$2,000.00
11/02/2010	Trilogy Interactive LLC	Trilogy inv # 2310 - second half web design/development for Business Bermuda	\$21,500.00
11/02/2010	Trilogy Interactive LLC	WiredForChange: eCRM subscription - Business Bermuda	\$640.00
11/22/2010	Trilogy Interactive LLC	Expense: WIREFORCHANGE: Salsa eCRM set-up charge - Business Bermuda	\$2,500.00
11/22/2010	Trilogy Interactive LLC	Expense: WIREFORCHANGE: Salsa eCRM monthly subscription - Business Bermuda	\$640.00
01/09/2011	Trilogy Interactive LLC	Trilogy Interactive inv #2664 - Business Bermuda January 2011 hosting & CMS license for www.bursinessbermuda.org	\$500.00
01/11/2011	Trilogy Interactive LLC	Trilogy Interactive invoice # 2592 - Google Site Search (Business Bermuda)	\$100.00
02/07/2011	Trilogy Interactive LLC	Hourly design/dev support, January 2011 www.businessbermuda.org	\$1,250.00
02/07/2011	Trilogy Interactive LLC	Trilogy inv # 2785 - February 2011 hosting & CMS license: www.businessbermuda.org	\$500.00
02/10/2011	AmEx	Eric Sedler airfare 3/2/2011 - Business Bermuda	\$185.85
03/08/2011	Trilogy Interactive LLC	Hourly design/dev support, Feb 2011: 26 hours total - Members page/dropdown changes; News section u	\$5,000.00
03/08/2011	Trilogy Interactive LLC	March 2011 hosting & CMS license: www.businessbermuda.org	\$250.00
03/08/2011	Trilogy Interactive LLC	Expense: WiredForChange: eCRM (Business Bermuda)	\$640.00
04/04/2011	Trilogy Interactive LLC	WiredForChange: eCRM tools subscription for Business Bermuda	\$640.00
04/04/2011	Trilogy Interactive LLC	April 2011 hosting & CMS license: www.businessbermuda.org	\$500.00
04/04/2011	Trilogy Interactive LLC	Business Bermuda March 2011 hourly design/development	\$3,505.00
04/05/2011	Trilogy Interactive LLC	Underbilled cost of hosting/CMS license for March 2011	\$250.00

Date	To Whom	Purpose	Amount
05/09/2011	Trilogy Interactive LLC	April Trilogy hours for Business Bermuda hours (6.15 hours)	\$600.00
05/09/2011	Trilogy Interactive LLC	WiredforChange: eCRM for www.businessbermuda.org	\$640.00
05/09/2011	Trilogy Interactive LLC	May 2011 hosting & CMS license: www.businessbermuda.org	\$500.00
06/08/2011	Trilogy Interactive LLC	June 2011 hosting & CMS license: www.businessbermuda.org	\$500.00
06/08/2011	Trilogy Interactive LLC	Expense: WiredforChange: eCRM (Business Bermuda)	\$640.00
06/08/2011	Trilogy Interactive LLC	Hourly design/dev support, May 2011: www.businessbermuda.org	\$1,542.50
07/12/2011	Trilogy Interactive LLC	Wired for Change: July eCRM tools subscription	\$200.00
07/12/2011	Trilogy Interactive LLC	July 2011 hosting & CMS license: www.businessbermuda.com	\$500.00
07/12/2011	Trilogy Interactive LLC	June eCRM tools subscription for Business Bermuda	\$640.00
07/12/2011	Trilogy Interactive LLC	June 2011 Business Bermuda hours. 1.6hrs @ \$200/hr	\$320.00
08/07/2011	Trilogy Interactive LLC	August 2011 hosting & CMS license: www.businessbermuda.com	\$500.00
08/07/2011	Trilogy Interactive LLC	Hourly design/dev support, July 2011: build and revs to form for Financial Service Conf, DNS assist	\$366.00
09/08/2011	Trilogy Interactive LLC	Expense: WiredforChange: eCRM	\$200.00
09/08/2011	Trilogy Interactive LLC	September 2011 hosting & CMS license: businessbermuda.org	\$500.00
09/08/2011	Trilogy Interactive LLC	August 2011 hourly design/dev support, 5.81 hours. Bill @ 287.50	\$1,162.00
10/11/2011	Trilogy Interactive LLC	Wired for Change: eCRM	\$200.00
10/11/2011	Trilogy Interactive LLC	October 2011 hosting & CMS license: businessbermuda.com	\$500.00
10/11/2011	Trilogy Interactive LLC	Sept 2011 hours for Business Bermuda, CMS adjustments to Events content	\$450.00
11/09/2011	Trilogy Interactive LLC	November 2011 hosting & CMS license: businessbermuda.com	\$500.00
11/09/2011	Trilogy Interactive LLC	October Business Bermuda hours by Trilogy	\$800.00

Date	To Whom	Purpose	Amount
12/13/2011	Trilogy Interactive LLC	November 2011 Business Bermuda hourly design/dev support	\$1,000.00
12/13/2011	Trilogy Interactive LLC	December 2011 hosting & CMS license: businessbermuda.com	\$500.00
01/11/2012	Trilogy Interactive LLC	WiredforChange: eCRM (Dec 2011) - Business Bermuda	\$160.00
01/11/2012	Trilogy Interactive LLC	December 2011 Business Bermuda hours	\$300.00
01/11/2012	Trilogy Interactive LLC	January 2012 hosting & CMS license: businessbermuda.com	\$500.00
02/09/2012	Trilogy Interactive LLC	Jan. 2012 hourly design/dev support	\$2,050.00
02/09/2012	Trilogy Interactive LLC	Google Search: 1 year license for www.businessbermuda.org	\$100.00
02/09/2012	Trilogy Interactive LLC	WiredforChange: eCRM	\$200.00
02/09/2012	Trilogy Interactive LLC	February 2012 hosting & CMS license	\$500.00
03/11/2012	Trilogy Interactive LLC	March 2012 hosting & CMS license - businessbermuda.com	\$500.00
03/11/2012	Trilogy Interactive LLC	WiredforChange: eCRM - Business Bermuda	\$200.00
03/11/2012	Trilogy Interactive LLC	Trilogy inv 4641 - Business Bermuda February hours	\$3,422.00
04/16/2012	Trilogy Interactive LLC	March 2012 WiredforChange eCRM	\$200.00
04/16/2012	Trilogy Interactive LLC	April 2012 hosting & CMS license: http://businessbermuda.com	\$500.00
04/16/2012	Trilogy Interactive LLC	March 2012 hourly design/dev support	\$3,450.00
05/07/2012	Trilogy Interactive LLC	WiredforChange: eCRM (Business Bermuda)	\$200.00
06/08/2012	Trilogy Interactive LLC	WiredForChange: eCRM	\$200.00
06/08/2012	Trilogy Interactive LLC	June 2012 hosting & CMS license for www.businessbermuda.com	\$500.00
06/08/2012	Trilogy Interactive LLC	May hourly design/dev support for Business Bermuda	\$726.00
07/09/2012	Trilogy Interactive LLC	June 2012 Business Bermuda hourly website support	\$1,168.00
07/09/2012	Trilogy Interactive LLC	Hosting & CMS license (Jul 2012): http://www.businessbermuda.org	\$500.00



Date	To Whom	Purpose	Amount
07/18/2012	Trilogy Interactive LLC	April 2012 Hourly Design/Dev (8hrs)	\$1,584.00
07/18/2012	Trilogy Interactive LLC	Hosting & CMS license (May 2012): <a href="http://www.businessbermuda.org">www.businessbermuda.org</a>	\$500.00
07/18/2012	Trilogy Interactive LLC	WiredForChange: eCRM (April 2012)	\$200.00
08/08/2012	Trilogy Interactive LLC	Hosting & CMS License - August 2012 (businessbermuda.org)	\$500.00
08/08/2012	Trilogy Interactive LLC	WiredForChange: eCRM - August 2012	\$200.00
08/08/2012	Trilogy Interactive LLC	WiredForChange: eCRM - July 2012	\$200.00
09/10/2012	Trilogy Interactive LLC	Hosting & CMS License - August 2012	\$500.00
09/10/2012	Trilogy Interactive LLC	WiredForChange: eCRM - September 2012	\$200.00
09/10/2012	Trilogy Interactive LLC	Updates to online membership forms 1.01 hours	\$202.00
10/04/2012	Trilogy Interactive LLC	Hosting & CMS license - Oct 2012	\$500.00
10/04/2012	Trilogy Interactive LLC	Wired for Change: eCRM - Oct 2012	\$200.00
10/04/2012	Trilogy Interactive LLC	Sep 2012 Business Bermuda hours: Lunch & learn seminar sign-up form	\$562.00
11/05/2012	Trilogy Interactive LLC	Hosting & CMS license (Nov 2012)	\$500.00
11/05/2012	Trilogy Interactive LLC	Wired for Change: eCRM (Nov 2012)	\$200.00
11/05/2012	Trilogy Interactive LLC	Oct 2012 Trilogy hours for Business Bermuda	\$530.00
12/05/2012	Trilogy Interactive LLC	Nov 2012 hours: update online signup form	\$50.00
12/05/2012	Trilogy Interactive LLC	Hosting & CMS License: December 2012	\$500.00
12/31/2012	Trilogy Interactive LLC	already billed: Business Bermuda Dec 2012 WiredforChange eCRM	\$200.00
01/10/2013	Trilogy Interactive LLC	Wired for Change eCRM (Jan, 2013)	\$500.00
01/10/2013	Trilogy Interactive LLC	Hosting & CMS license (Jan, 2013): <a href="http://www.businessbermuda.org">http://www.businessbermuda.org</a>	\$200.00
02/06/2013	Trilogy Interactive LLC	Expense: WiredForChange eCRM monthly	\$200.00



Date	To Whom	Purpose	Amount
02/06/2013	Trilogy Interactive LLC	Expense: Hosting & CMS license (Feb 2013)	\$500.00
02/06/2013	Trilogy Interactive LLC	Expense: Google site search, 1-yr license renewal	\$100.00
03/05/2013	Trilogy Interactive LLC	Hosting & CMS license (Mar 2013): businessbermuda.org	\$500.00
03/05/2013	Trilogy Interactive LLC	WiredForChange eCRM	\$200.00
05/01/2013	Trilogy Interactive LLC	WiredForChange eCRM	\$200.00
05/01/2013	Trilogy Interactive LLC	Hosting & CMS license 2013 businessbermuda.org	\$500.00
05/06/2013	Trilogy Interactive LLC	Hourly design/dev support	\$60.00
05/06/2013	Trilogy Interactive LLC	Hosting & CMS license (May 2013): businessbermuda.org	\$500.00
05/06/2013	Trilogy Interactive LLC	WiredForChange eCRM	\$200.00
06/05/2013	Trilogy Interactive LLC	Hosting & CMS license (June 2013): businessbermuda.org	\$500.00
06/05/2013	Trilogy Interactive LLC	WiredForChange eCRM	\$200.00
07/09/2013	Trilogy Interactive LLC	Hourly design/dev support (Jun 2012): interim homepage launch	\$122.00
07/09/2013	Trilogy Interactive LLC	Hosting & CMS license (Jul 2013): <a href="http://businessbermuda.com">http://businessbermuda.com</a>	\$500.00
08/06/2013	Trilogy Interactive LLC	Hosting & CMS license (Aug 2013): <a href="http://businessbermuda.com">http://businessbermuda.com</a>	\$500.00
08/06/2013	Trilogy Interactive LLC	"Hourly design/dev support (Jul 2013): Shutdown service (turn off eCRM and export database)"	\$200.00
09/05/2013	Trilogy Interactive LLC		\$400.00
07/23/2015	PR Newswire Association, LLC.	WiredforChange: eCRM	\$2,030.00
02/29/2016	Seyfarth Shaw LLP	Legal Services for February 2016 - Contract Review	\$434.50
03/31/2016	Seyfarth Shaw LLP	Legal Services for March 2016 - Contract Review	\$395.00
06/30/2016	Minuteman Press	Minuteman Press inv #64071: Booklets	\$131.45
06/30/2016	AmEx	A. Kisling - Canceled Travel Costs	\$3,710.63

Date	To Whom	Purpose	Amount
07/05/2016	Benenson Strategy Group	Benenson Strategy Group - Business Bermuda research fee - already invoiced to client as part of our fees	\$85,000.00
01/31/2017	AmEx	K. Holland - Travel Expenses	\$1,649.70
02/01/2017	Credit Card Misc.	Exec Hotel Le Soleilnew York Ny - Hotel for ILS event	\$1.00
02/03/2017	Credit Card Misc.	Lyft *ride Thu 8amsan Francisco Ca - Uber to union station for BDA event	\$15.11
02/03/2017	Credit Card Misc.	Spl*taxicharge - Waswashington Dc - Cab from union station BDA event	\$11.17
02/03/2017	Credit Card Misc.	Exec Hotel Le Soleilnew York Ny - Hotel for ILS event	\$141.05
02/03/2017	Credit Card Misc.	Exec Hotel Le Soleilnew York Ny - Hotel for ILS event	\$4.36
02/07/2017	Alex Kisling - reimbursements	A. Kisling - Transportation Expenses	\$31.35
02/08/2017	AmEx	A. Kisling - Travel Expenses	\$1,044.22
02/10/2017	Zoom Information, Inc.	ZoomInfo database software, being billed to Bermuda Business Development Agency	\$17,000.00
02/10/2017	Rose Marie Terenzio	Queens Medallion Lealong Island - Bermuda event	\$12.36
02/28/2017	Rose Marie Terenzio	S & R Medaliion Taxinew York Ny - Travel to event	\$15.80
02/28/2017	Rose Marie Terenzio	Uber *us Feb02 Xsnhelp.uber.com - Event	\$20.75
03/31/2017	Bloomberg BNA	Bloomberg Content Hub for Bermuda	\$30,000.00
04/17/2017	Credit Card Misc.	Amtrak Internet Salewashington Dc - Amtrak travel to RIMS conference for Bermuda.	\$329.00
04/17/2017	Credit Card Misc.	Pond5, Inc. New York - License for stock photo	\$6.00
04/21/2017	Credit Card Misc.	AMTRAK TELEPHONE SALWASHINGTON DC - Train back from Rims conference for Bermuda.	\$42.00
04/24/2017	Credit Card Misc.	Uber *us Apr24 65bhelp.uber.com Ca - Uber to Union Station to travel to the Rims Conference for Bermuda.	\$42.49
04/24/2017	Credit Card Misc.	Aqimero Philadelphia Pa - Lunch in between meetings at RIMS.	\$29.36

Date	To Whom	Purpose	Amount
04/24/2017	Credit Card Misc.	Le Pain Quotidien Washington Dc - Breakfast on the way to RIMS.	\$15.11
04/24/2017	Credit Card Misc.	Verifone Trans Taxi Philadelphia Pa - Cab from Union Station to the Ritz Carlton during RIMS trip.	\$12.28
04/26/2017	Credit Card Misc.	Verifone Trans Taxi Philadelphia Pa - Cab to Amtrak from hotel after Rims conference.	\$9.98
04/26/2017	Credit Card Misc.	Ritz-carlton Philadelphia Pa - Food during RIMS trip.	\$16.20
04/26/2017	Credit Card Misc.	Cmt Washington010019washington Dc - Cab from Amtrak back home after Rims conference.	\$10.36
04/26/2017	Credit Card Misc.	Ritz-carlton Philadelphia Pa - Hotel stay while in Philadelphia for RIMS.	\$804.97
05/04/2017	Credit Card Misc.	Amtrak Internet Salewashington Dc - Train to NYC for Kisling and Holland	\$138.00
05/05/2017	Credit Card Misc.	Amtrak Internet Salewashington Dc - Train from NYC for Kisling and Holland	\$495.00
05/05/2017	Credit Card Misc.	Amtrak Internet Salewashington Dc - Mackenzie's train ticket to New York for Bloomberg event.	\$194.00
05/05/2017	Credit Card Misc.	Travel Insurance Polrichmond Va - Travel insurance for train to NYC for Bermuda event.	\$8.50
05/08/2017	Credit Card Misc.	Hotels.com - NYC hotel for Shutler	\$343.58
05/08/2017	Credit Card Misc.	Hotels.com - NYC hotel for Kisling and Holland for Bloomberg event	\$1,538.64
05/16/2017	Credit Card Misc.	Uber *us May16 Sqshelp.uber.com Ca - Uber to union station for Bermuda event	\$12.06
05/16/2017	Credit Card Misc.	RMT MANAGEMENT (CCRMFLUSHING NY - Cab home from the train station after the Bermuda event in NYC.	\$11.62
05/16/2017	Credit Card Misc.	The Roosevelt Hotel New York Ny - Hotel facility fees at the Roosevelt Hotel while in NYC for the Bloomberg event.	\$43.56
05/16/2017	Credit Card Misc.	The Roosevelt Hotel New York Ny - Roosevelt Hotel resort fee for kisling 2 nights	\$43.56
05/16/2017	Credit Card Misc.	Amtrak - Water on the train back to DC after the Bermuda event in NYC.	\$3.50

Date	To Whom	Purpose	Amount
05/16/2017	Credit Card Misc.	Roosevelt Food Bevernew York Ny - Drinks with Bermuda team - do not bill	\$38.46
05/17/2017	Credit Card Misc.	The Roosevelt Hotel New York Ny - Roosevelt hotel resort fee for Shutler 1 night	\$21.78
05/17/2017	Credit Card Misc.	MENDYS GRAND CENTRALNEW YORK NY - Lunch before Bloomberg event.	\$23.63
05/17/2017	Credit Card Misc.	Delicacy New York Ny - Lunch expense for may 17 event	\$21.71
05/18/2017	Credit Card Misc.	CMT WASHINGTON010019WASHINGTON DC - Cab from Union Station to work after trip to NYC for the Bloomberg event.	\$13.68
05/18/2017	Credit Card Misc.	Amtrak Pos F&b 0099 Washington - Snack on train back to D.C. after Bermuda event in NYC.	\$10.00
05/31/2017	MV Digital Group	NJ Advance May 2017 BDA media expense - part of \$45k digital campaign	\$11,750.04
06/05/2017	Bloomberg Finance L.P.	Bloomberg - Bermuda Business Development Agency	\$60,000.00
06/16/2017	Credit Card Misc.	Go Daddy - Investinginbermuda.co domains and email	\$20.34
06/28/2017	Mackenzie Shutler	Verizon Wireless - Bermuda BDA long distance call.	\$40.33
06/29/2017	Credit Card Misc.	Go Daddy - Additional email address on Office 365 subscription	\$38.57
06/30/2017	MV Digital Group	June 2017 BDA media expense after pausing the campaign	\$12,491.49
06/30/2017	Bloomberg L.P.	Bloomberg - Bermuda BDA - part of \$45k digital campaign	\$7,500.01
06/30/2017	Michael Organ - Contractor	Michael Organ June Bermuda time	\$178.00
07/31/2017	MV Digital Group	BDA July 2017 digital ads	\$262.47
08/07/2017	Credit Card Misc.	Pond5, Inc. New York - Music license for BDA video series	\$119.95
10/10/2017	Rich Bamberger	Cambridge Beaches - Per Maggie - Kivvit covering travel	\$1,897.42
10/16/2017	Credit Card Misc.	Go Daddy - contact@investinginbermuda.co email address	\$4.99

Date	To Whom	Purpose	Amount
11/05/2017	Steve Mayberry Voiceover	Voiceover Services	\$300.00
11/07/2017	Credit Card Misc.	Pond5, Inc. New York - Images for Bermuda video	\$904.99
11/07/2017	Credit Card Misc.	Www.istock.com 866-478-6251 Wa - istock images for Bermuda video.	\$60.00
11/07/2017	Credit Card Misc.	Premiumbeat.com Montreal - Music license for Bermuda video	\$49.00
11/08/2017	Credit Card Misc.	Pond5, Inc. New York - Images for Bermuda video	\$49.00
11/08/2017	Credit Card Misc.	Pond5, Inc. New York - Images for Bermuda video	\$29.00
11/27/2017	Adam Garber	Video editing for BDA	\$2,500.00
11/30/2017	MV Digital Group	NJ Advance - Nov 2017 BDA digital advertising	\$9,977.91
11/30/2017	Credit Card Misc.	Uber *tip P7bbr Help.uber.com Ca - Tip for trip to pick up Art Basel tickets for BDA delegation from client referral source (Per Eric)	\$3.00
11/30/2017	Credit Card Misc.	Uber *tip Jirxc Help.uber.com Ca - Tip for trip to pick up Art Basel tickets for BDA delegation from client referral source (Per Eric)	\$3.00
11/30/2017	Credit Card Misc.	Uber *trip Jirxc Help.uber.com Ca - Trip to pick up Art Basel tickets for BDA delegation from client referral source (Per Eric)	\$10.53
11/30/2017	Credit Card Misc.	Uber *trip P7bbr Help.uber.com Ca - Trip to pick up Art Basel tickets for BDA delegation from client referral source (Per Eric)	\$11.61
12/01/2017	Credit Card Misc.	Go Daddy - contact@investinginbermuda.co email address	\$4.99
12/05/2017	Credit Card Misc.	Uber *tip Bopo4 Help.uber.com Ca - Tip for Uber trip to/from BDA client lunch/law firm meeting in downtown Miami	\$3.00
12/05/2017	Credit Card Misc.	Uber *trip Nvfsd Help.uber.com Ca - Uber fare for return trip from offsite lunch/law firm meeting with BDA client in downtown Miami	\$10.27



Date	To Whom	Purpose	Amount
12/05/2017	Credit Card Misc.	Uber *trip Bopo4 Help.uber.com Ca - Charge for Uber trip to meet BDA client for lunch/law firm meeting in downtown Miami	\$11.38
12/05/2017	Credit Card Misc.	Uber *tip Nvfsd Help.uber.com Ca - Tip for Uber trip to/from BDA client lunch/law firm meeting in downtown Miami	\$3.00
12/06/2017	Credit Card Misc.	Uber *tip 3zog6 Help.uber.com Ca - Tip for for Uber trip to/from BDA client law firm meeting in downtown Miami	\$3.00
12/06/2017	Credit Card Misc.	Uber *trip 3zog6 Help.uber.com Ca - Charge for Uber trip to/from BDA client law firm meeting in downtown Miami	\$10.60
12/06/2017	Credit Card Misc.	Uber *tip Eu3iq Help.uber.com Ca - Tip for for Uber trip to/from BDA client law firm meeting in downtown Miami	\$5.00
12/06/2017	Credit Card Misc.	Uber *trip Eu3iq Help.uber.com Ca - Charge for Uber trip to/from BDA client law firm meeting in downtown Miami	\$11.89
12/07/2017	Credit Card Misc.	Uber *trip Odsjt Help.uber.com Ca - Uber trip to/from BDA after hours social event in Miami Beach	\$10.36
12/07/2017	Credit Card Misc.	Uber *trip Bzcs5 Help.uber.com Ca - Uber trip to/from BDA after hours social event in Miami Beach	\$13.72
12/07/2017	Credit Card Misc.	Uber *tip Bzcs5 Help.uber.com Ca - Tip for Uber trip to/from BDA after hours social event in Miami Beach	\$5.00
12/07/2017	Credit Card Misc.	Uber *tip Odsjt Help.uber.com Ca - Tip for Uber trip to/from BDA after hours social event in Miami Beach	\$5.00
12/16/2017	Credit Card Misc.	Go Daddy - Email service for Contact@investinginbermuda.co	\$4.99
01/16/2018	Credit Card Misc.	Go Daddy - contact@investinginbermuda.co email address	\$4.99
04/04/2018	Credit Card Misc.	A. Kisling - Alaska Airlines - Flight to Dallas and return	\$336.40
04/04/2018	Credit Card Misc.	A. Kisling - Alaska Airlines - Seat purchase for Dallas flight	\$59.00

Date	To Whom	Purpose	Amount
04/12/2018	Credit Card Misc.	DC VIP Cab - Cab ride home from the Watergate where I had drinks with Alex and Ross Webber of the BDA.	\$17.38
04/17/2018	Credit Card Misc.	A. Kisling - Crowne Plaza Dt Dallas Tx - Hotel in Dallas	\$419.10
04/17/2018	Credit Card Misc.	A. Kisling - Uber *trip Sdg2g Help.uber.com Ca - Uber from Dallas airport to hotel	\$15.95
04/17/2018	Credit Card Misc.	A. Kisling - Uber *trip Bak3y Help.uber.com Ca - Uber to airport for Dallas flight	\$19.46
04/17/2018	Credit Card Misc.	Crowne Plaza Downtowdallas Tx - Dallas meal expense - lost receipt	\$28.11
04/18/2018	Credit Card Misc.	A. Kisling - CVS/pharmacy - cvs supplies for Ross	\$16.48
04/19/2018	Credit Card Misc.	A. Kisling - Uber *trip Ze23y Help.uber.com Ca - Uber to Dallas airport	\$20.70
04/19/2018	Credit Card Misc.	A. Kisling - Uber *trip Yjrbz Help.uber.com Ca - Uber to group dinner in Dallas	\$7.24
04/19/2018	Credit Card Misc.	A. Kisling - Uber *trip 53v2p Help.uber.com Ca - Uber from group dinner in Dallas	\$6.83
04/20/2018	Credit Card Misc.	A. Kisling - Gosq.com Luftallah Dwashington Dc - Cab from airport	\$24.70
04/20/2018	Credit Card Misc.	A. Kisling - FedEx Office - Taste of the South lyft banner	\$136.88
04/27/2018	Credit Card Misc.	K. Holland - Hudson Hotel New York Ny - Press meetings for Premier Burt	\$467.03
05/11/2018	Kent Holland	Amtrak - Reimbursable: was billed to Kent's personal card before receiving new corporate Amex.	\$552.00
05/11/2018	Kent Holland	Taxi Driver #5699378 - \$8.50 taxi to meeting with BDA	\$8.50
05/11/2018	Kent Holland	Amtrak - Snack on the way back from Bermuda meeting	\$6.75
05/11/2018	Kent Holland	bar boulud - Non-billable; dinner with Rose Jones	\$137.18
06/13/2018	Credit Card Misc.	C55 Paul Columbia Sqwashington Dc - Coffee with Diego Zuluaga re: economic report	\$5.72

Date	To Whom	Purpose	Amount
06/16/2018	Credit Card Misc.	Go Daddy - INVESTINGINBERMUDA.CO domain renewal	\$34.98
06/29/2018	Credit Card Misc.	Go Daddy - ross.webber@investinginbermuda.co Office 365 email account	\$59.88
12/06/2018	Credit Card Misc.	Cafe Milano 65000000washington Dc - Dinner with Rose Jones of BDA with Alex	\$264.13
12/06/2018	Credit Card Misc.	Vts District Cab/nonwashington Dc - Cab home from BDA dinner	\$18.22
12/07/2018	Credit Card Misc.	Uvc Inc Washington Dc - Cab home from dinner with BDA	\$14.24
12/07/2018	Credit Card Misc.	Uvc Washington Dc - Cab from business dinner with BDA	\$10.09
03/02/2019	Kent Holland	Gardens Suites Hotel - Kent's hotel in NYC for press briefings with Premier.	\$717.00
03/05/2019	Credit Card Misc.	JetBlue Airways - Mackenzie's flight to NY for BDA trip.	\$101.29
03/05/2019	Credit Card Misc.	AMTRAK INT WASHINGTON DC - Mackenzie's amtrak back to DC after forum.	\$204.00
03/05/2019	Credit Card Misc.	JetBlue Airways - Kent's flight to NY for BDA trip.	\$101.29
03/06/2019	Beth Snyder Bulik	Freelance writing: Bermuda Premier and digital currency backgrounder	\$800.00
03/06/2019	Credit Card Misc.	ARLO SOHO 7392946503NEW YORK NY - Hotel in NY.	\$323.81
03/06/2019	Credit Card Misc.	TRAVEL INSURANCE POLRICHMOND VA - Insurance for Mackenzie and Kent's flights	\$45.50
03/19/2019	Credit Card Misc.	METROCARD MACHINE NEW YORK NY - Metro card for press briefings with the premier.	\$40.00
03/19/2019	Credit Card Misc.	METROCARD MACHINE NEW YORK NY - Metro card for press briefings with the premier.	\$27.25
03/20/2019	Credit Card Misc.	TST* MALAI MARKE 000NEW YORK NY - Dinner in NYC before BDA event, non-billable.	\$77.65
03/20/2019	Credit Card Misc.	SILVER STAR RESTAURANEW YORK NY - Breakfast before press meeting.	\$51.30

Date	To Whom	Purpose	Amount
03/21/2019	Credit Card Misc.	FOR FIVE 117 WEST 46NEW YORK NY - Coffee & banana.	\$5.32
03/21/2019	Credit Card Misc.	FOR FIVE 117 WEST 46NEW YORK NY - Coffee & banana.	\$4.63
03/23/2019	Mackenzie Shutler	Taxi Cab - Taxi to Kent and my hotels while in NYC for BDA event.	\$76.26
03/23/2019	Mackenzie Shutler	Lyft - Lyft to airport for flight to NYC for BDA event.	\$13.18
03/23/2019	Mackenzie Shutler	Nish Chen Inc - Dinner in NYC after the BDA event.	\$21.00
04/16/2019	Credit Card Misc.	AIRBNB * HMAP8NSFP SAN FRANCISCO CA - Boston accommodations for RIMS meetings	\$334.36
04/20/2019	Credit Card Misc.	American Airlines - Flight to Boston for RIMS meetings	\$266.61
04/30/2019	Credit Card Misc.	UBER TRIP HELP.UBER.COM CA - Uber from RIMS reception	\$8.06
04/30/2019	Credit Card Misc.	UBER TRIP HELP.UBER.COM CA - Uber from Boston airport	\$18.77
04/30/2019	Credit Card Misc.	UBER TRIP HELP.UBER.COM CA - Uber to DC airport for Boston trip	\$15.98
05/01/2019	Credit Card Misc.	UBER TRIP HELP.UBER.COM CA - Uber to pick up BDA staff in Boston	\$12.60
05/01/2019	Credit Card Misc.	UBER TRIP HELP.UBER.COM CA - Uber to airport for Boston trip	\$20.08
05/01/2019	Credit Card Misc.	UBER TRIP HELP.UBER.COM CA - Uber to state house for Boston trip	\$6.63
05/01/2019	Credit Card Misc.	UBER TRIP HELP.UBER.COM CA - Uber to hotel in Boston	\$8.47
05/01/2019	Credit Card Misc.	UBER TRIP HELP.UBER.COM CA - Uber in Boston for meetings	\$11.75
05/01/2019	Credit Card Misc.	UBER TRIP HELP.UBER.COM CA - Uber to meetings in Boston for Bermuda	\$5.00
05/01/2019	Credit Card Misc.	Lyft *ride Wed 12psan Francisco Ca - Bermuda delegation transportation	\$12.96
05/01/2019	Credit Card Misc.	THE SOCIAL REGISTAR BOSTON MA - Client meal - not billable	\$12.00
05/01/2019	Credit Card Misc.	Lyft *ride Wed 7amsan Francisco Ca - Taxi to meet Bermuda delegation at Boston City Hall	\$38.41
05/01/2019	Credit Card Misc.	Lyft *ride Wed 10asan Francisco Ca - Bermuda delegation transportation	\$11.87

Date	To Whom	Purpose	Amount
05/01/2019	Credit Card Misc.	Lyft *ride Wed 11asan Francisco Ca - Bermuda delegation transportation	\$14.15
05/01/2019	Credit Card Misc.	THE SOCIAL REGISTAR BOSTON MA - Client meal - not billable	\$22.00
05/01/2019	Credit Card Misc.	Lyft *ride Wed 3pmsan Francisco Ca - Taxi back to office from Bermuda meetings	\$13.10
05/01/2019	Credit Card Misc.	UBER TRIP HELP.UBER.COM CA - Uber to lunch in Boston	\$11.93
05/02/2019	Credit Card Misc.	NETSIHITI HAGOS WASHINGTON DC - Cab from airport for Boston trip	\$26.38
05/10/2019	Credit Card Misc.	AMTRAK RSA WASHINGTON DC - Attending press meetings for Premier David Burt, billable.	\$407.00
05/13/2019	Credit Card Misc.	NYCTAXI2G91 09012460LONG ISLAND C NY - Taxi to hotel.	\$17.25
05/15/2019	Credit Card Misc.	HUDSON HOTEL NEW YORK NY - Hotel while in NYC to staff press meetings for premier David Burt, billable.	\$783.14
05/23/2019	Scott Brownrigg	Phase one support for the Bermuda Business Develop Agency's (BBDA) trip to Toronto May 21-22nd	\$3,000.00
06/16/2019	Credit Card Misc.	Go Daddy - INVESTINGINBERMUDA.CO domain renewal	\$34.98
06/19/2019	Scott Brownrigg	"Phase two support for the Bermuda Business Develop Agency's (BBDA) trip to Toronto June 18 & 19"	\$3,000.00
06/29/2019	Credit Card Misc.	Go Daddy - Office 365 Email Essentials Renewal - ross.webber@investinginbermuda.co	\$59.88
07/11/2019	Credit Card Misc.	Miles Market & Marinpembroke - Client appreciate gift basket not billable	\$150.00
12/06/2019	Mackenzie Shutler	Discovery Wines Gift for the BDA	\$69.95
04/30/2020	Chase Media LLC	Bermuda Business Development telephone consultation - 4/30/20	\$300.00
<b>Total:</b>			<b>\$698,517.13</b>